

A PROPOSAL TO DESIGN, CONSTRUCT AND OPERATE A TRANSFER STATION FOR CITY OF BERKELEY, CALIFORNIA

COUNCILMEMBER GILDA FELLER
Civic Center Building
2180 Milvia Street
Berkeley, Calif. 94704

PART I TECHNICAL DESIGN, COST, MANAGEMENT, RECYCLING PLAN & CONTRACT



SUBMITTED BY



BROWNING-FERRIS OF CALIFORNIA, INC.
CAMPBELL, CALIFORNIA

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TECHNICAL PROPOSAL

I. Facilities Description

I.1 Structures and General Layout

I.1.1 General Layout

All functions of the Transfer Station are performed within the 645 ft. x 261 ft. allocated area. In addition, space is set aside for a 2,300 square feet Administration Building and parking for 25 automobiles.

The dimensions of the property lend themselves to a north-south layout of buildings and traffic flow. The transfer building is located at the extreme southern boundary of the allocated area. This facilitates removal of the south wall to accommodate the proposed Waste Conversion Facility (WCF) on the adjacent area.


The platform scale is located near the end of the city vehicle entrance road to allow maximum queuing length without overflowing onto Second Street.

The public vehicle entrance road parallels the city vehicle entrance road until it reaches the transfer building. Both public and city/commercial vehicles enter and exit by way of Second Street.

The city vehicle exit road provides access to the following facilities:

- 1) Truck Wash Rack
- 2) Interior Cab Vacuum Cleaning
- 3) Interior Body Cleaning/Refuse Bin Washing
- 4) Fuel Station
- 5) Maintenance Barn

This allows maximum use of hard surface roads and reduces the



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number of roads required. Not only is it cost effective, but it allows more space for buildings.

The fuel island is located 200 ft. inside the property on the transfer vehicle maneuvering road and allows refueling before the transfer vehicles are loaded or begin the haul to the landfill.

A multipurpose scalehouse is located adjacent to the platform scale, between the city and public roads. It houses the weighmaster and computer, and also serves as an office for station administration. Scalehouse location permits gate fee collection from city and public vehicles before they enter the transfer building.

Station employee and city automobiles will be parked in a 25 space lot bordering Second Street. It is entered from the public entrance road. Exit is by way of the public exit road.

An office/observation area is located in the southwest corner of the transfer building to give a full view of the entire building interior and operations. It is anticipated that visitors to the site will observe the transfer operation from this room.

As the RFP requires, the observation room will also be in a position to view to the south where the WCF will abut the transfer building. Removal of the south wall will not disturb this room.

The observation room is elevated approximately 10 feet for visibility. The area beneath the room will be used as a secure area for janitorial and other cleaning supplies.

The cab interior vacuuming station is located before the wash rack and consists of vacuum hose attach points, one on each side of the drive-through road, with the vacuum equipment located close by but not in an area subject to damage by traffic. The vacuum hoses will be adequately protected by concrete-filled pipe bumper posts.

The clarification letter sent after publication of RFP states the truck washing facility must be automatic. BFI's experience has shown that automatic truck washers do not satisfactorily clean the truck exterior. Therefore, we propose two conventional steam/high pressure water washing units (one for each side of the drive-through rack) to be manned by a station employee. Much more effective cleaning can be performed with less water than an automatic system. Its operation will be detailed in another section of this proposal.

The wash rack will consist of a curbed concrete slab 70 ft. long x 20 ft. wide. All four corners will slope down to a 2 ft. wide x 50 ft. long grate covered drain sump. On both sides of the 70 ft. long pad, 8 ft. high catwalks will be constructed running the entire length of the pad. Wash rack personnel will be able to wash all areas of the vehicles from ground level or the elevated catwalk.

Two independent steam/high pressure washers will be installed below the catwalk (one for each side) and incorporate a rubber hose with cleaning wand. Washdown water will be collected in the grate covered sump for processing, making it satisfactory for discharge into the city sewage system.

Refuse bin washing and interior truck body cleaning does not lend itself to drive-through processing. Therefore, a separate concrete pad is located adjacent to the wash rack. It is served by the same access road as the wash rack.

The bin washing area will incorporate a T-shaped pair of arms supporting a rubber hose and washing wand on the hose end. Sufficient hose length will be provided to reach all parts of the vehicle or refuse bin interior. The washdown water will be combined with the wash rack water and disposed of in the sewage system after processing.

Landscaping will be concentrated on the Second Street side. The building will be 3ft. above grade and have the slope sodded with grass. Auto

parking areas will be bordered with shrubbery and designated parking spaces marked.

I.1.2 Scale House

This building is 36 ft. long x 15 ft. wide and is of wood frame construction with vertical corrugated metal sides and asphalt shingle roof. It is composed of 5 rooms:

- 1) Scale Operations Area
- 2) Restroom
- 3) Environment Equipment Room
- 4) Office
- 5) Dayroom

The weighmaster's room is fitted with two large 4 ft. high x 5 ft. wide windows facing the approaching vehicular traffic. On the scale side of the building, an 18 inch wide x 18 inch high curb provides standing room for the vehicle passengers and keeps the trucks positioned on the scale during the weighing process.

The office is occupied by the Station Manager and a secretary/clerk. Daily contact with the scale operator makes for close supervision and accurate record keeping for the city's accounting.

The day room is on the opposite end of the building and serves as an employee lunch room and work break area. It has a separate outside door to allow access without passing through the weighmaster room.

I.1.3 Transfer Station Building

DESIGN CAPACITY

The building consists of an uncovered concrete apron on two sides and a covered building. The apron area is for vehicle maneuvering into the covered tipping area.

Roofed area dimensions are 160 ft.x 160 ft., while total area dimensions are 260 ft. x 190 ft.

The covered tipping floor is designed to handle 560 tons in a nine hour day. Vehicle access is provided for six self-unloading trucks and ten manually-unloading vehicles at one time on weekdays, and one self-unloading and fifteen manually unloading vehicles at one time on weekends.

STORAGE CAPACITY

Storage capacity on the city tipping floor is approximately 600 tons, 1 1/2 days at 400 tons/day rate of delivery.

WEAR RESISTANT FLOOR SURFACE.

The RFP states the facility must have a life of 20 years. BFI believes that this service life can be met if the transfer building floor and aprons are coated with a wear-resistant surface. It is proposed to use a shake applied surface tradenamed Masterplate, marketed by Master Builders. Several California facilities have incorporated Masterplate into their floors with good results. Figure 1 describes the areas to be treated.

MAINTENANCE BUILDING

A maintenance building is located immediately north of the transfer building. It comprises 2 - 20 x 40 ft. bays for mobile equipment maintenance, two secure parts and tool storage rooms, two public restrooms and two employee restroom/change rooms. The maintenance bays are closed on three sides with the entrance open.

ELEVATED OFFICE

An elevated office/observation room is located in the southwest corner. A two story structure, each floor is 10 ft. x 10 ft. The upper floor is 10 ft. above the tipping floor and serves as an observation room and office as

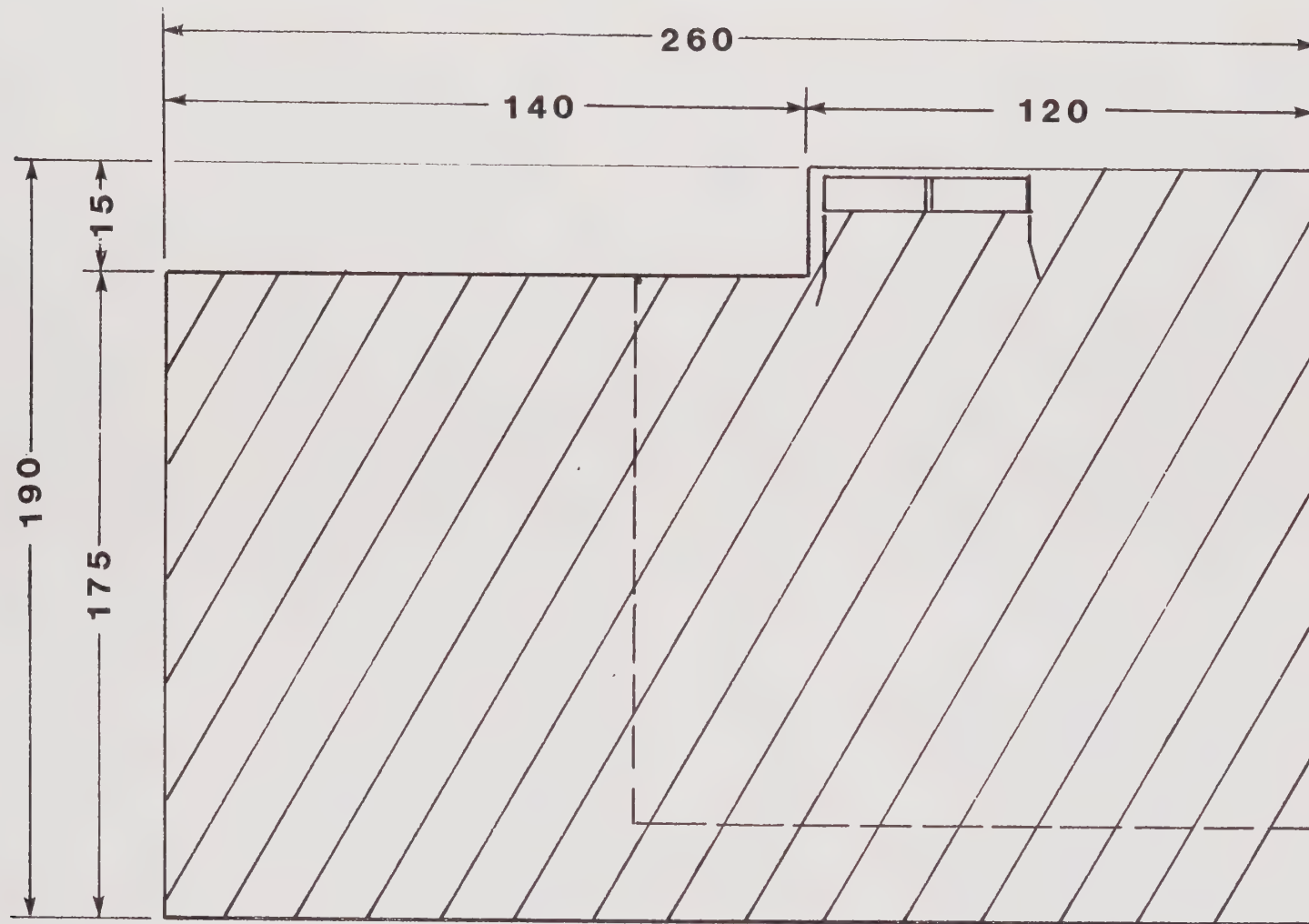


FIGURE 1 ARMORED SURFACE AREAS

needed. The lower floor is a secure storage room for janitorial supplies. Access to the upper floor is by outside stairs.

RESTROOMS

Separate restroom facilities are provided for public and employee use. Two public restrooms, one for men, one for women, are located on the west end of the maintenance building. Each is 6 ft. x 9 ft. and contains a lavatory and commode. Both men and women employee restrooms are more extensively outfitted and each have two showers, two lavatories, two commodes, nine lockers and a supplies storage room. The lockers are in a 9 ft. x 11 ft. change room where employees may change clothes and store their personal items during working hours.

I.1.4 Parking

A 25-space automobile parking lot is located adjacent to Second Street. This will serve station and city employees.

I.1.5 Landscaping

Landscaping will be concentrated on the west side bordering Second Street. Because all city and public vehicle traffic enters and leaves the facility via Second Street, care will be taken to ensure no shrubs or trees obstruct vision. Rapid growth, tall, Lombardy Poplar (*Populus Nigra*) will be widely spaced across the transfer building west side. Near entrance and exit roads at Second Street, Dwarf Box Shrubs (*Buxus Suffruticosa*) will be planted. Areas not used as passageways will be sprigged with hardy grass, such as Kentucky Bluegrass (*Poa Pratensis*). Foot traffic paths will be paved or graveled.

I.2 Integration of Transfer Station with Future Materials Recovery/Waste Conversion Facility

Considerable thought was given to the requirement that the Transfer Station be integrated with a Waste Conversion/Materials Recovery Facility. The WCF is allocated space south of the Transfer Station and adjacent to it. This dictated locating the transfer building at this southern boundary to make effective use of the area and minimize the cost of future

integration. BFI's plan would involve breaching the south wall and constructing a push wall to converge on the new opening. The front end loader would push waste through to a fuel bunker on the other side. A crane would then transfer the waste from the bunker to the furnace loading hopper. City truck traffic entering the transfer building would be unaffected by this design. This plan permits a small fuel bunker at the WCF by using the transfer building tipping floor for storage and surge volume. Similar logic placed the transfer building observation room on the common wall making it useable as a WCF observation/control room as well (RFP requirement). Figure 2 is a concept of this integration. Note the transfer capability is left intact for use should the WCF be temporarily inoperative.

I.3 Equipment

I.3.1 Station Equipment

I.3.1.1 Front End Loader

A front end articulated loader will be used for keeping the floor clean, stock piling, filling the trailers and compacting and balancing the load in the trailers.

I.3.1.2 Standby Loader (small utility loader)

A Hydro-static drive four wheel loader will be available in case of a breakdown of the prime loader. This unit will also load the baler, pull recyclable material from the floor and handle baled material.

I.3.1.3 Baler

A horizontal baler will be located in the southeast corner of the transfer building and will bale and tie corrugated paper and aluminum.

Baling substantially increases the density of the material and reduces the required storage space for the material. Bales of corrugated paper will be handled by the small

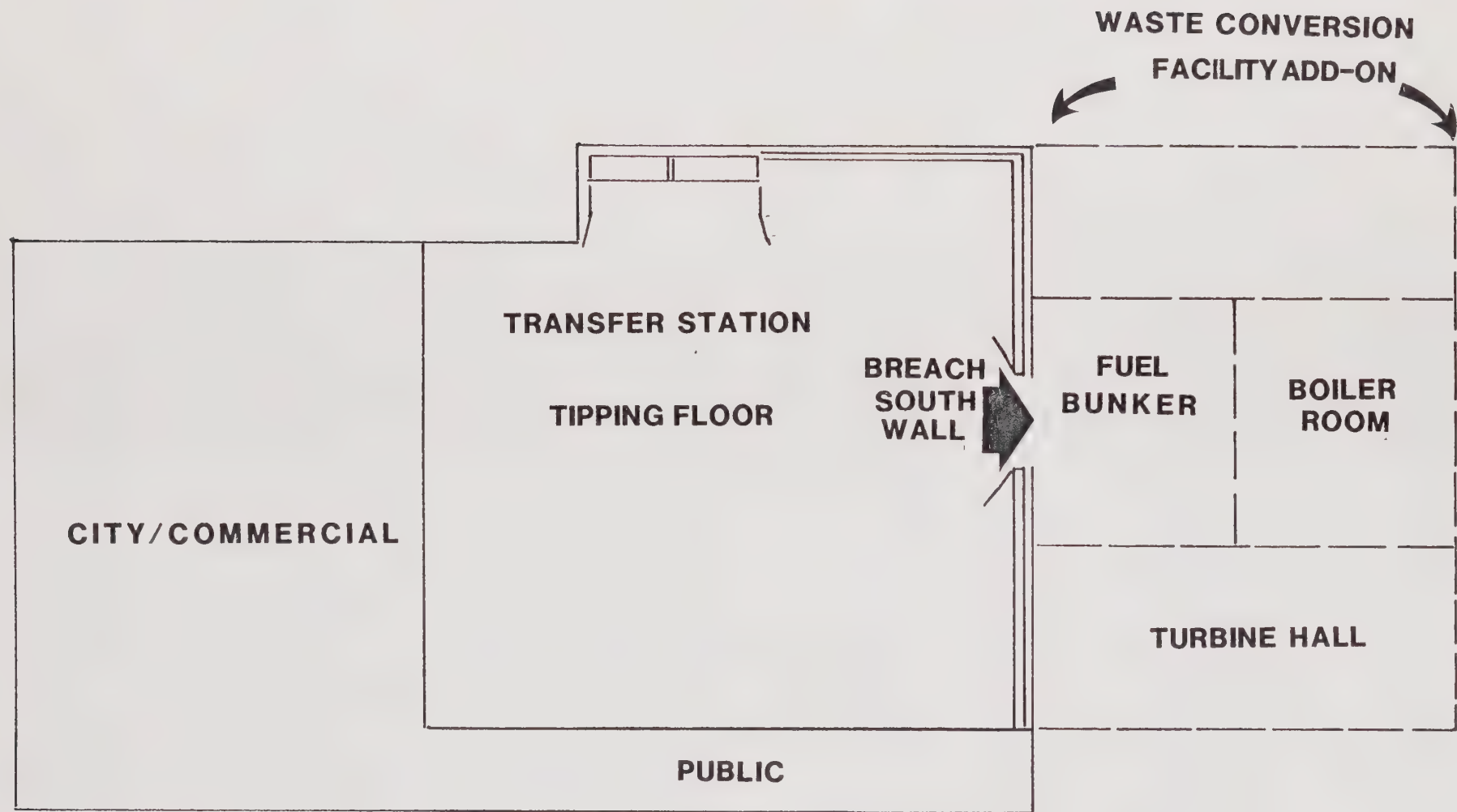


FIGURE 2 INTEGRATION PLAN FOR FUTURE WASTE CONVERSION FACILITY

utility loader and weigh about 1,000 pounds. Aluminum bales, also handled by the small loader, will weigh about 800 pounds.

I.3.1.4 Service Truck

A one-ton flat bed service truck will be used for field and road service of the transfer vehicles and provide portable air and welding capability at the facility.

I.3.1.5 Sweeper

A yard ride-on sweeper will be used for cleaning paved areas and the transfer building floor.

I.3.1.6 Light Duty Pickup

A light duty pickup will be for the manager and to be used for in-town errands, collecting of waste bags around the facility and for general utility use.

I.3.1.7 Steam/High Pressure Washer

The washrack will contain two identical units, one under each catwalk (on each side of the drive through). Each machine will incorporate a cleaning wand on approximately 50 feet of heavy duty rubber hose. Stowing brackets for the cleaning wands will be conveniently mounted on the catwalks.

Both steam and high pressure water will be available from each unit. Also, ambient temperature, high pressure water can be used. Detergent addition capability is contained within the units. For ease of operation, the units will be fueled by diesel, as are the transfer tractors and front end loader.

I.3.1.8 Vacuum Cleaning Station

This facility is positioned just ahead of the

washrack. The vacuum producing machine is air-powered and has the following advantages over electrical models:

- 1) Less maintenance
- 2) Greater suction
- 3) No electrical hazard by inadvertent wetting
- 4) No bearings or moving parts
- 5) Less initial cost
- 6) Lower sound level
- 7) Uses air from shop compressor on site.

The unit will have two hoses, one for each side of the drive-through, to allow cleaning of the cab interior from each side because some truck cabs have little or no access along the cab floor from door-to-door.

I.3.1.9 Fuel Station

For use by station diesel powered equipment, the island will be located on the transfer trailer exit road. It will comprise a 10,000 gallon buried fiberglass tank, submersible pump and security system.

A nozzle and support assembly will be located on the fuel island. Two functions must be enabled for fuel to be pumped: 1) power supplied to the pump, and 2) manual unlocking of the nozzle/hose assembly. Each transfer trailer driver and the front end loader operator will have a coded magnetic card used to start the diesel pump, and a key for the padlock securing the nozzle in the off position. These two features will prevent unauthorized fuel usage.

I.3.2 Rolling Stock

I.3.2.1 Type

Tractors will be three-axle, tandem drive, diesel powered with 6-speed transmissions. Trailers will be open top, live bottom, with a capacity of 110 cubic yards.

I.3.2.2 Transfer Capability Within Nine Hours

The landfill expected to be used will take 1 1/4 hours round trip time, including loading and unloading. As Figure 3, Section II.4.1 depicts, the 400 tons can be transferred in nine hours with four transfer trailers.

I.3.2.3 Spare Transfer Rigs

A completely outfitted, identical capacity tractor and trailer will be maintained at the station to be put into service if one of the four rigs is unavailable.

I.4 Outline Specifications

I.4.1 Building/Structure

I.4.1.1 The receiving and transfer buildings will be a metal frame structure with metal siding and roof. The dimensions of the floor area are 260 x 190 ft. Within that area is 15 x 160 ft. covered overhang on the west and a 100 x 190 ft. uncovered apron on the north.

Doors will be provided on all openings. Door height for commercial vehicles will be 20' clear. Internal clear height will be 26' clear.

The south wall of the building will have a twelve feet high concrete wall removable for access to the future addition.

The north area will be for city and commercial vehicles. A large 100 x 190 ft paved apron will extend to

the north for the trucks to queue and align themselves with the doors before backing into the building to discharge the waste. Concrete islands with 12" curbs will extend 6 ft. onto the apron to prevent trucks from backing into the columns. Traffic lines will be painted on the apron to assist the drivers in backing and maintaining clearances.

The southeast corner of the building will be used for baling the recycled material.

The building will be equipped with skylights for natural light and fluorescent fixtures when insufficient natural light is available. The lights will be on split switches so that only those needed will be turned on to provide adequate lighting without turning on all building lights.

Automatic sprinklers will be installed for 24 hour fire protection. Fire hoses will be posted on each wall where fires can be fought locally.

The dumping port will have side and back deflector walls to direct the waste directly into the trailer. The loader bucket arms will be extended so that the loader can reach across the trailer to rearrange and compact the waste.

Axle scales will be located in the loading pit. A digital readout will indicate to the loader operator the loads on the trailer and truck axles. A clamp attachment on the bucket will allow the operator to remove a portion of the load if the vehicle is over weight. When the trailer is loaded, the loader operator will signal the driver by horn. The driver will signal the scale operator to record

this weight at the console printer. Tare and total weight can be printed for each load.

I.4.1.2 Scalehouse

The scalehouse is 15 ft. wide x 36 ft. long, of wood frame construction with corrugated metal sides, and asphalt shingle roof. It will house the city delivery platform scale electronic console and printer and the split axle scale electronics. Additionally, it will serve as the office for the station manager and clerical support. The area on the opposite end from the weighmaster's room is an employee dayroom for work breaks and lunch. The building will be air conditioned and elevated on a curbed concrete foundation to prevent delivery trucks driving too close during the weighing operation.

I.4.1.3 Maintenance Building

The maintenance building also contains the public restrooms and station employee restroom and change rooms. Two maintenance bays, open on the east end, are each 20 ft. wide x 40 ft. long. This is sufficient to provide a dry working area for the transfer trailer rigs and other station mobile equipment. Overhead clearance in the bays is 19 ft. At the enclosed end of the bays, two secure rooms provide space for parts and tool storage.

I.4.2 Equipment

I.4.2.1 Rolling Stock

The tractors will be three-axle, tandem drive equipped as follows:

- a. Diesel fueled
- b. 6-speed transmission
- c. 10 - 10.00 x 20-14 ply tires, disc wheels
- d. 35GPM wet kits for trailer operation

- e. 5th wheel package
- f. 12,000lb front axle
- g. 34,000lb rear axles and springs
- h. 16,000lb gross vehicle weight

The trailers will be open top, live bottom, with 110 yard capacity and equipped as follows:

- a. Dual chain drives and motors for live bottom
- b. Flip cover open mesh lids
- c. 8 - 10.00 x 20-14 ply rating tires
- d. 40 gal. sump holding tank for draining liquids
- e. Hydraulic operated rear door
- f. 22,000lb vehicle weight

I.4.2.2 Front End Loader

- a. Rubber-tired, 4 wheel drive
- b. Articulated chassis
- c. Diesel-fueled
- d. Interchangeable bucket or forks

I.4.2.3 Small Utility Loader

- a. Hydro-Static drive
- b. Four wheel, rubber-tired
- c. Interchangeable forks and bucket
- d. Diesel-fueled

I.4.2.4 Sweeper

- a. Three-wheeled, rubber-tired, ride-on type
- b. Gasoline fueled
- c. 1/2 cubic yard collection hopper
- d. Battery start
- e. 10MPH, 2 speed drive
- f. Manual unloading

- g. Hydraulic brakes

I.4.2.5 Service Truck

- a. 1-ton capacity
- b. Flat bed
- c. Gasoline fueled
- d. Fitted with portable air compressor and welder
- e. Dual rear wheels
- f. Automatic transmission

I.4.2.6 Light Duty Pickup

- a. Gasoline-fueled
- b. 1/2 Ton Capacity
- c. Air conditioned
- d. Automatic Transmission

I.4.2.7 Baler - Horizontal

- a. Feed Opening 50 in. x 28 in.
- b. Safety Hopper
- c. Replaceable Wear Strips
- d. 6 in. Bore, Heavy Duty Cylinder, 3½ in. Chrome Plated Rod
- e. 2050 psi Hydraulic Pressure
- f. 20 second Cycle Time
- g. 58,000 pound platen force
- h. 20 HP, 230/460 volt TEFC Motor, NEMA 12 Closures
- i. Bale Size 72 in. x 30 in. x 36 in.
- j. Bale Weight 900 - 1200 pounds (corrugated)

I.4.2.8 Steam/High Pressure Washer (washrack and bin cleaning facility)

- a. 2 gpm of 325°F steam at 200 psi, or

- b. 4 gpm of 200°F water at 700 psi, or
- c. 4 gpm of ambient temperature water at 700 psi
- d. 450,000 BTU/hour burner (diesel fueled)
- e. 3 hp, 220/440 volt, 3 phase, 60 cycle pump motor
- f. Stationary unit 60 in. long x 34 in. deep x 46 in. wide
- g. 22 gallon fuel capacity.

I.4.2.9 Vacuum Cleaning System

- a. 55 gallon tank
- b. 45 in. high x 24 in. dia. with waste bag and dust filter
- c. 2 in. dia. vacuum hose
- d. Non-electric, air operated, 60 psi air pressure
- e. 35 cfm air consumption
- f. Vacuum pressure: 16 in. Hg max, 8 in. Hg normal

I.4.2.10 Fuel Station Equipment

- a. Tank - 10,000 gallon fiberglass - buried
- b. Submerged Pump - 1½ HP, 10 GPM flow @ 100 Ft. head
- c. 108/230 volt single phase, 60 cycle powered
- d. Leak detector
- e. 4 in. NPT tank adapter
- f. Bayonet-type electrical connectors
- g. Thermal over-current protection
- h. Direct wired or control box wired

1.5 Drawings



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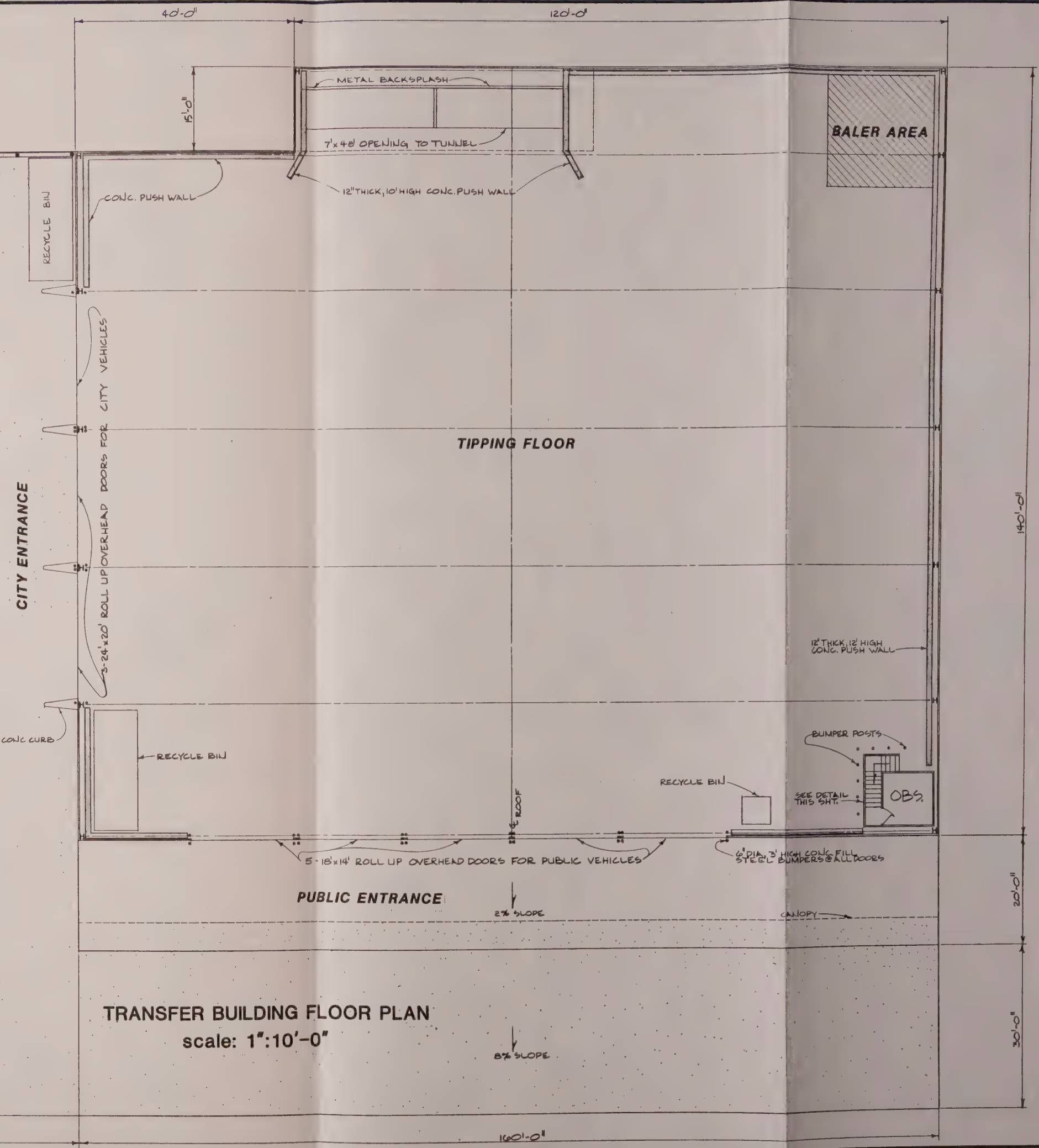
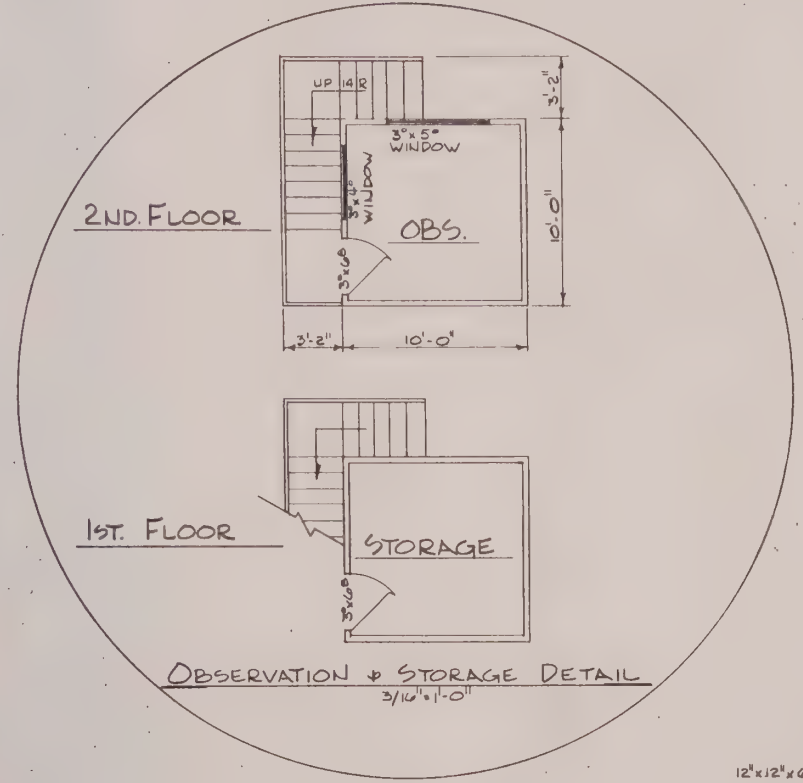
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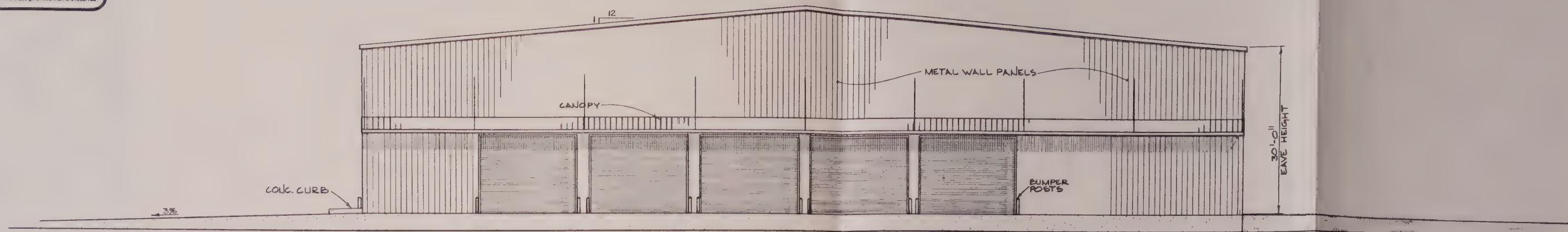
TRANSFER BUILDING FLOOR PLAN
scale: 1":10'-0"

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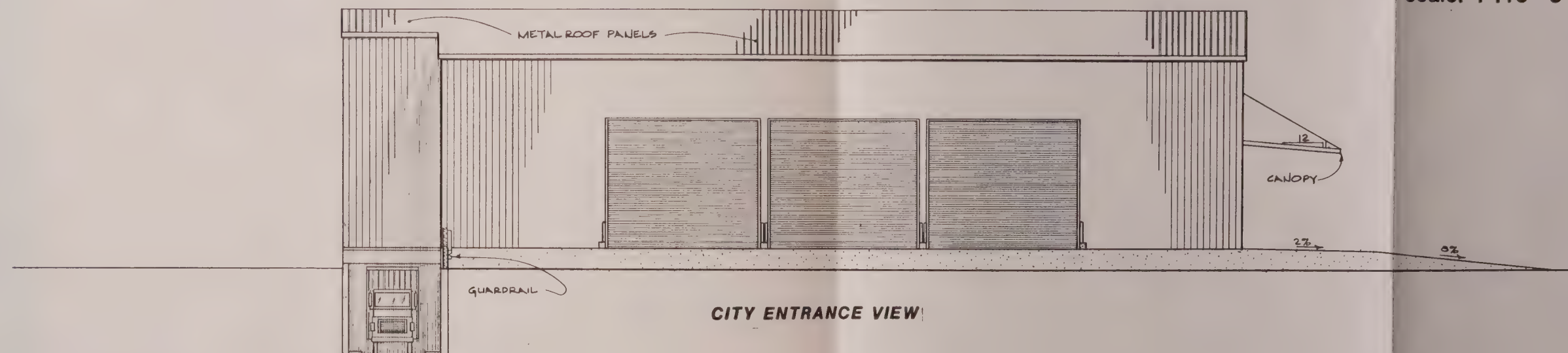
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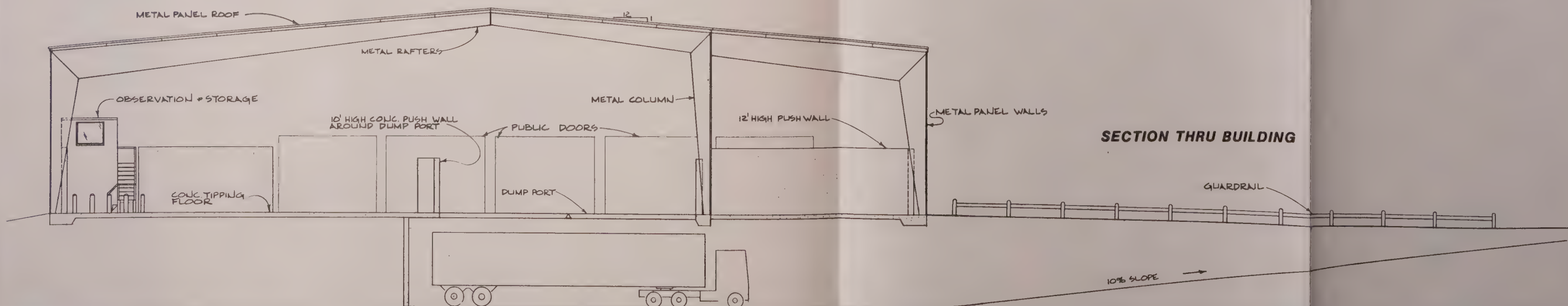


PUBLIC ENTRANCE VIEW
SECOND STREET

TRANSFER BUILDING ELEVATIONS
scale: 1"=10'-0"



CITY ENTRANCE VIEW



SECTION THRU BUILDING

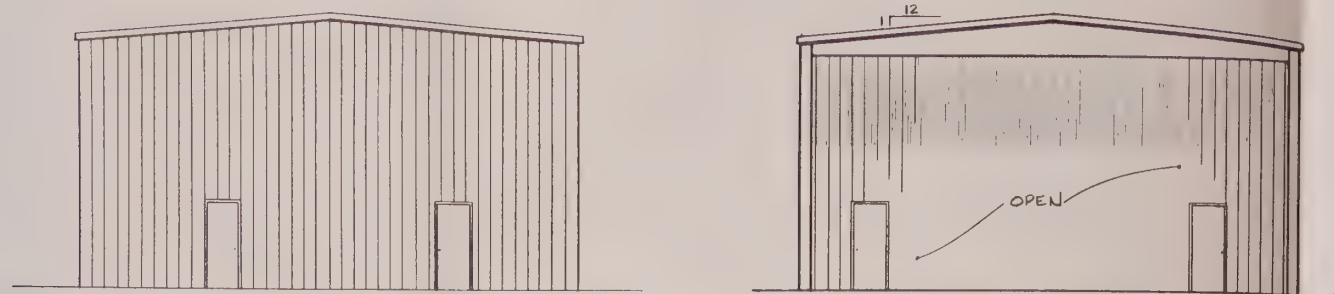
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DATE 9-18-81	DRAWN BY KPG
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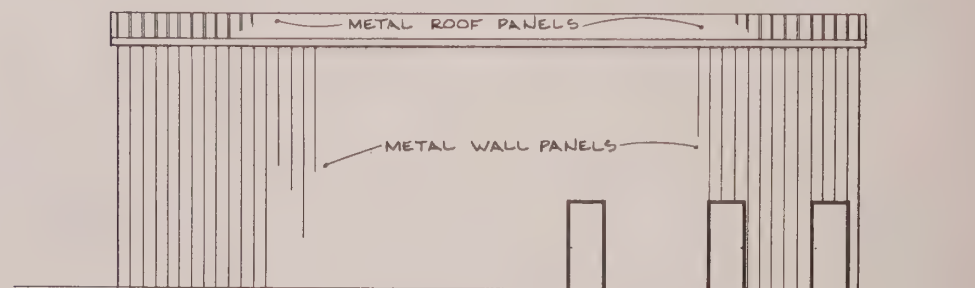
MAINTENANCE BUILDING



REAR ELEVATION

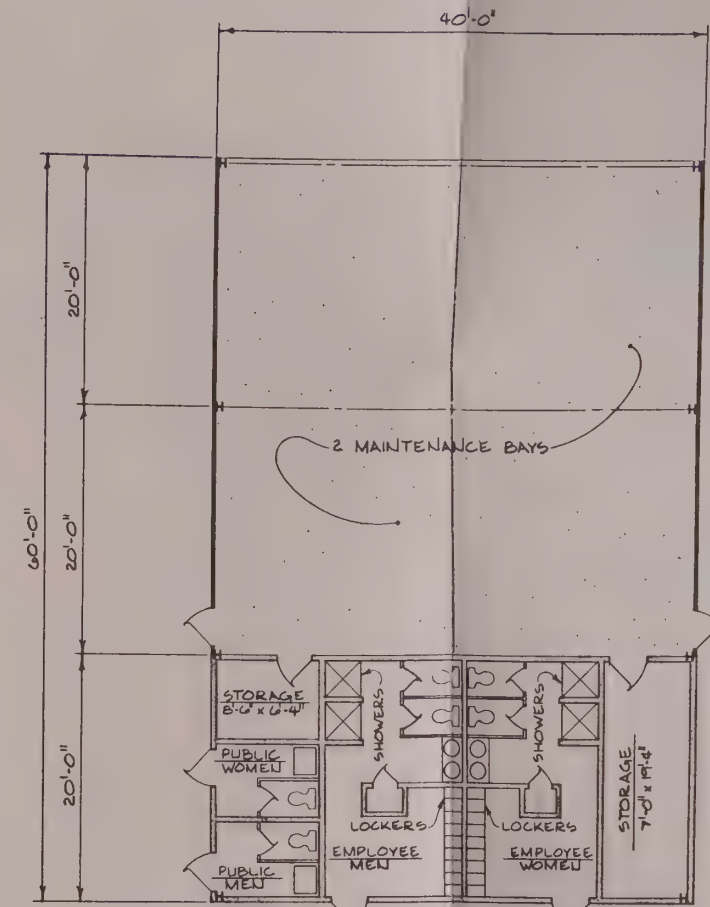
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FRONT ELEVATION



SIDE ELEVATION

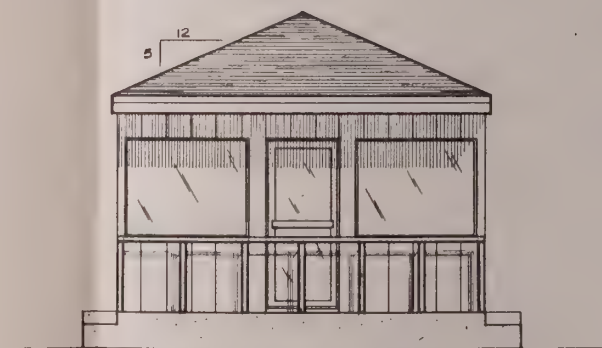
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FLOOR PLAN

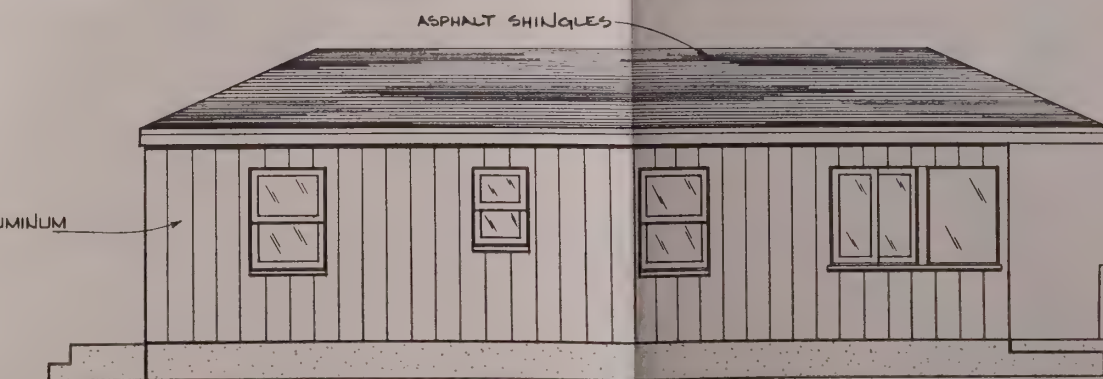
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SCALEHOUSE



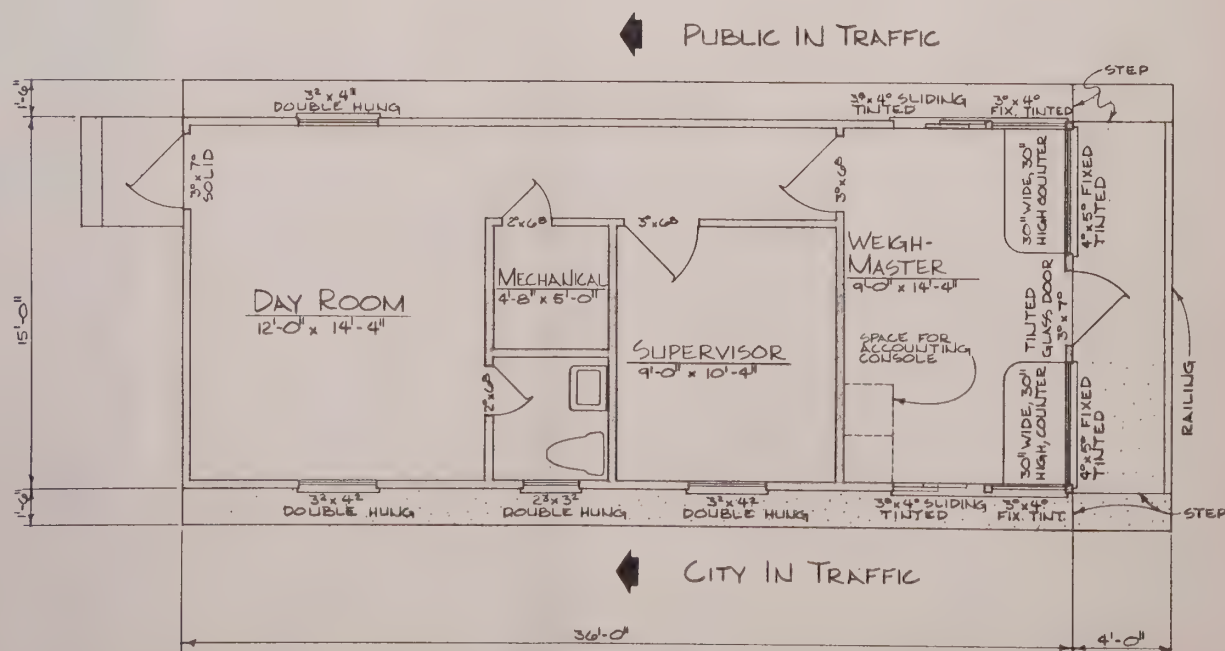
FRONT ELEVATION

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SIDE ELEVATION

CITY IN VIEW
SCALE @ 1/4" = 1'-0"



FLOOR PLAN

SCALE @ 1/8" = 1'-0"

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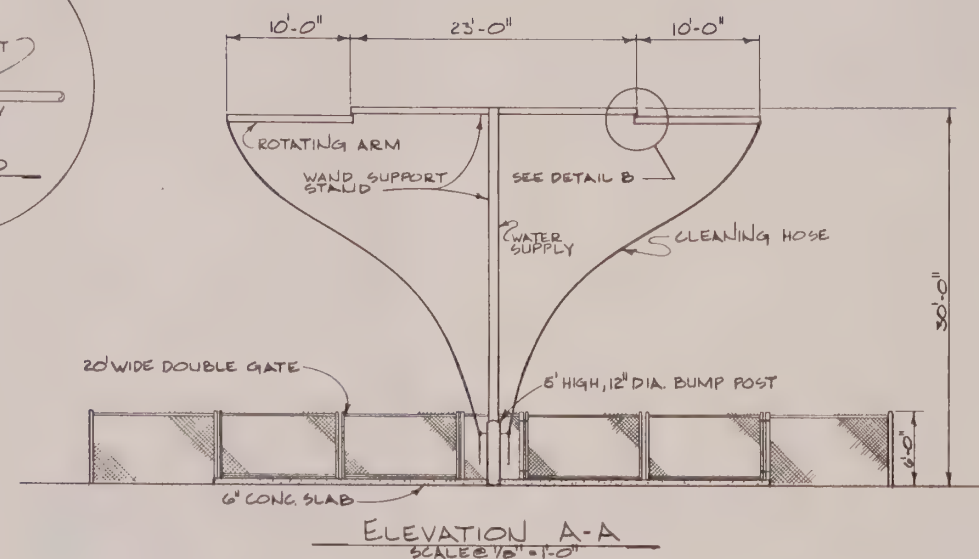
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MAINTENANCE BUILDING - SCALEHOUSE

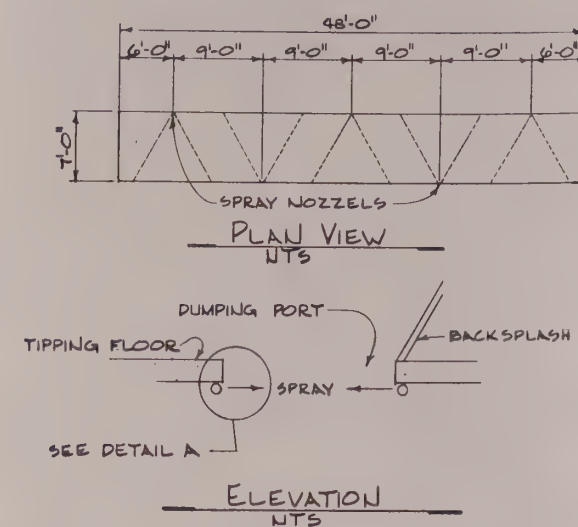
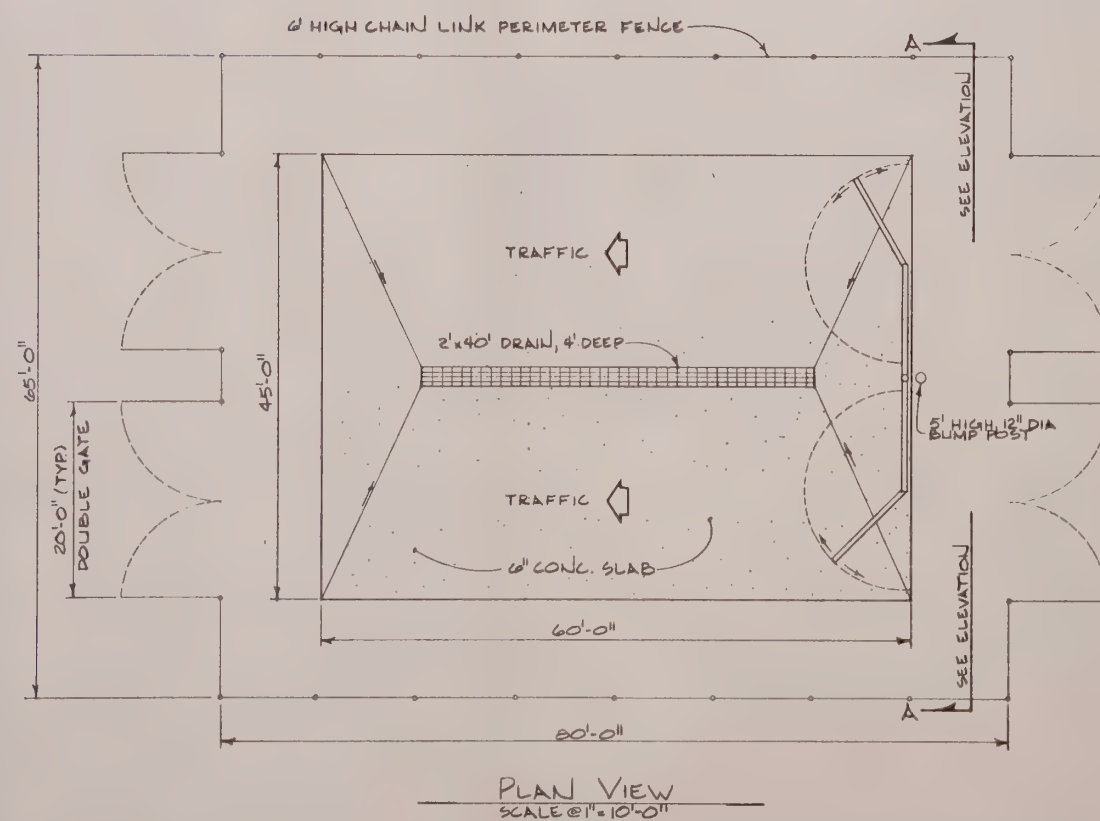
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BERKELEY, CALIFORNIA

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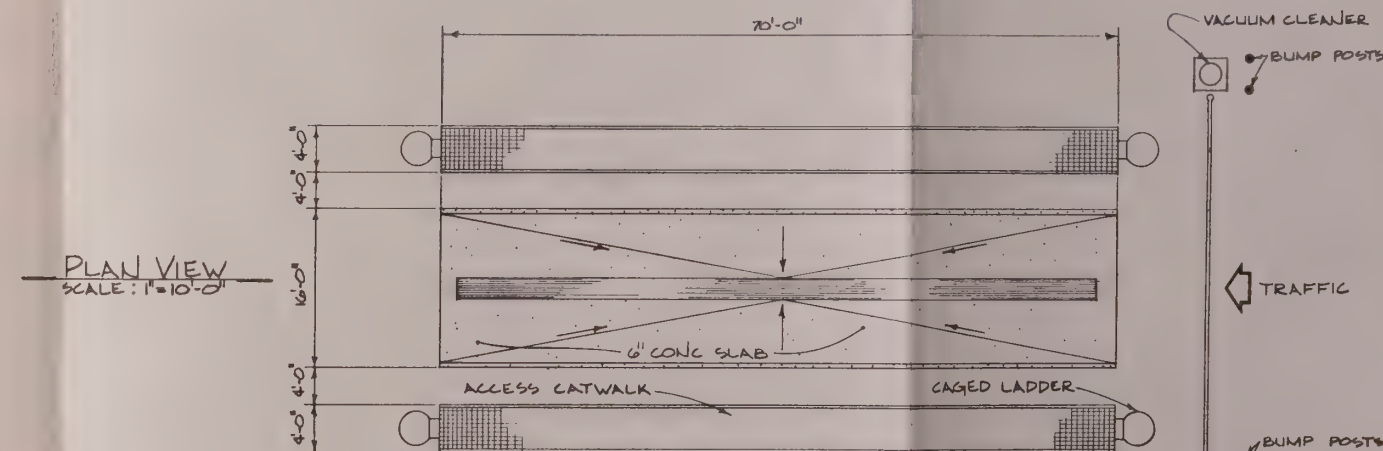
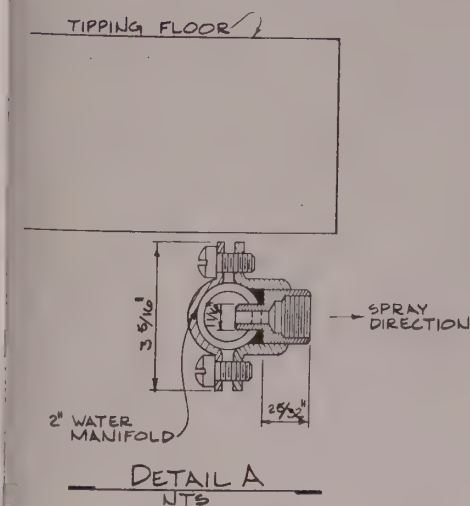
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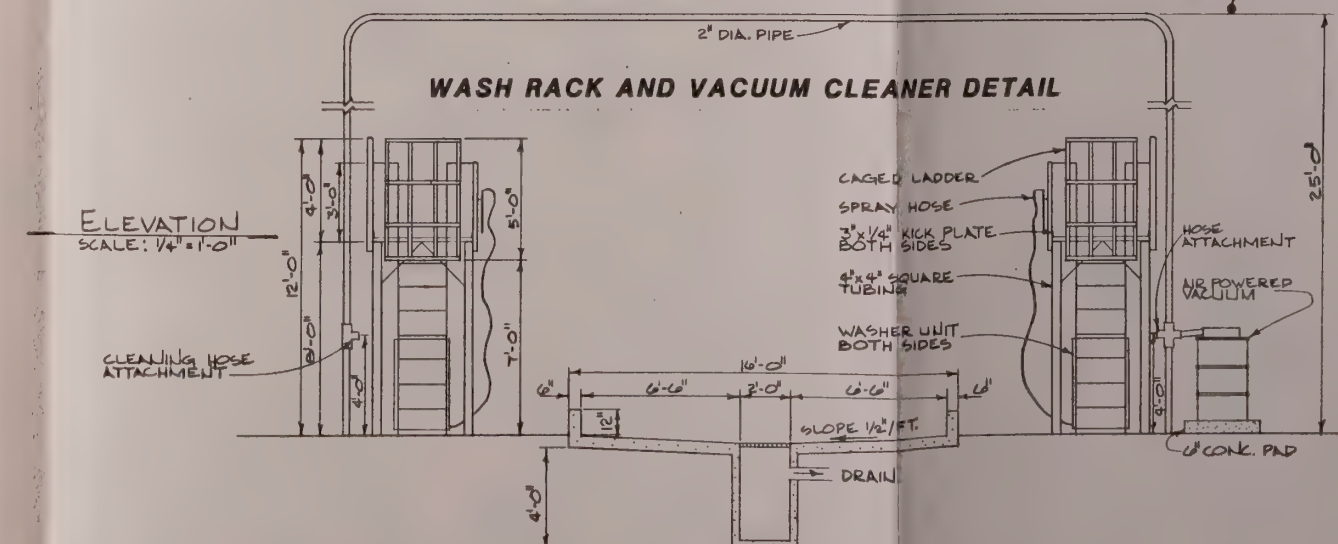
INTERIOR BODY CLEANING & REFUSE BIN WASHING FACILITY



DUST CONTROL SPRAY DETAIL



WASH RACK AND VACUUM CLEANER DETAIL

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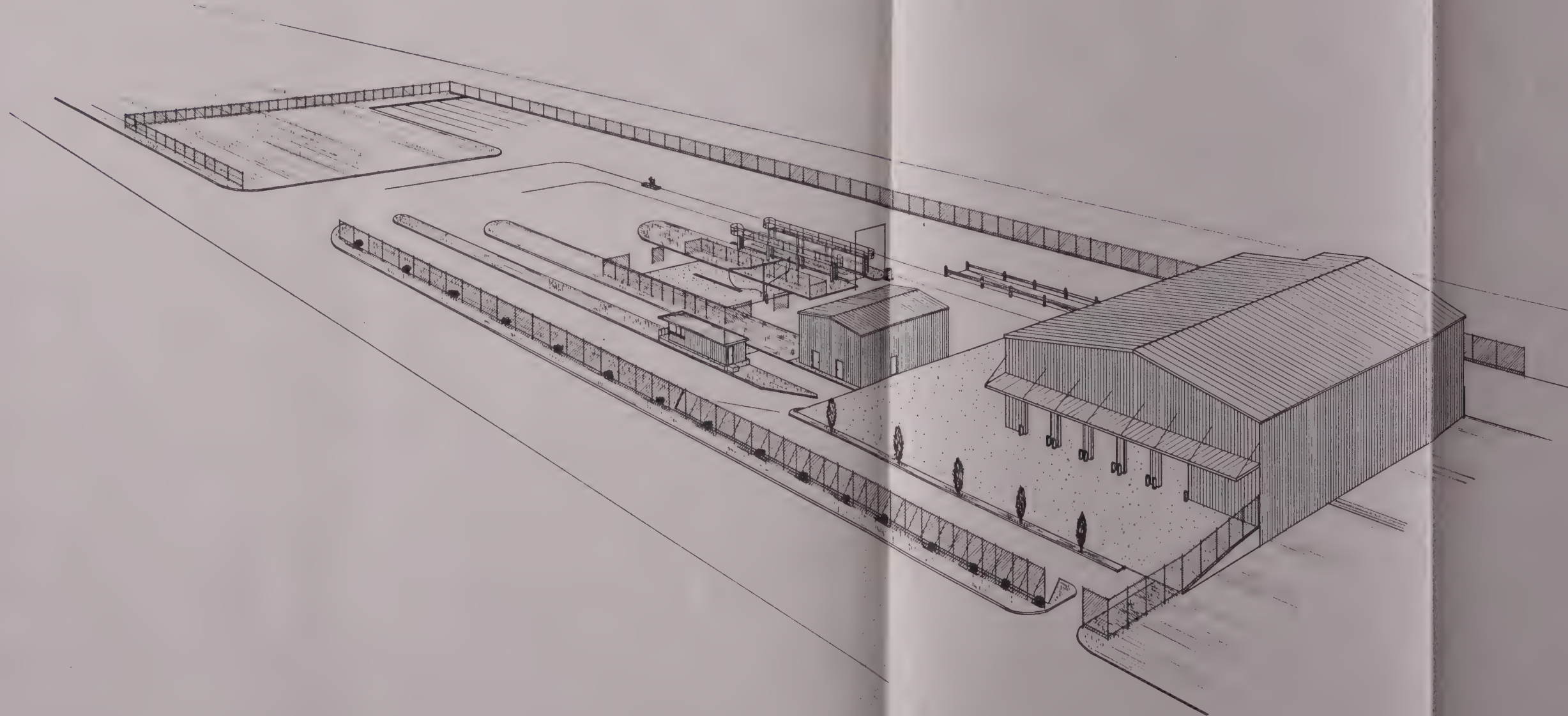
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TITLE DRAWING NUMBER	SCALE AS NOTED	DATE 9-19-81	ENGINEER PARKER	DRAWN BY KPG	APPROVED BY	PROJECT NUMBER
	PROJECT NAME & LOCATION CITY OF BERKELEY BERKELEY, CALIFORNIA					

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PERSPECTIVE VIEW
CITY OF BERKELEY TRANSFER STATION



REV.	DESCRIPTION	DATE	BY

**BROWNING-FERRIS INDUSTRIES**

ENGINEERING SERVICES
14701 SAINT MARY'S STREET • P.O. BOX 3151 • HOUSTON, TEXAS 77001 • (713) 870-8100

PERSPECTIVE
PROJECT NAME & LOCATION
CITY OF BERKELEY
BERKELEY, CALIFORNIA

SCALE NONE
DATE 9-25-81
ENGINEER PARKER
DRAWN BY GETTLE
APPROVED BY
PROJECT NUMBER

TITLE
DRAWING NUMBER 6 OF 6

I.6 Construction

I.6.1 Procedure

Construction of the facility will be by the fast track method, as indicated by the CPM chart. Clearing and street work will commence as soon as permits are obtained. Ramp construction will begin before building plans are complete. The CPM graph is flexible. There are no critical items except for permits and clearances from the agencies involved. It would be possible to accelerate the schedule and be ready for operation by May 1, 1983.

I.6.2 Site Preparation

As soon as the site and permits are available, the existing structures will be demolished. The exterior fence will be maintained and improved during construction for safety and security but replaced with a new one upon completion of construction. The ramp area will be excavated and the sub-base for the foundation prepared.

The base and paving removed from the street will be stockpiled and used as sub-base material under the new site roads. Site earthwork will involve removing and recompacting all material within two feet (2') of finished surfaces. Any lime areas encountered in excavations will be removed down to suitable foundation and recompacted lime will be redeposited on site beneath paved areas. Available top soil will be set aside for use in planted areas.

I.6.3 Site Preparation Continued

It is proposed to adjust the grades on site so there will be a balance of material. This will raise the grades of the station somewhat but keep road traffic to a minimum. If it is impossible to raise the grades sufficiently, the trucks bringing road base material to the site will be used to haul the excess material out on the return trip.

The buildings will be set on spread footings on compacted sub-base. No piles will be used. Slats in the chain links will be added where additional screening is needed. Landscaping will be about 3% of the gross area. Plants will be hardy and require minimum care.

II. Operation Description

II.1 Weigh-In

City and commercial collection vehicles enter station property from Second Street, near the north property line. They turn toward the south and advance to the scale area for weighing. On site queuing space is provided for 7 vehicles if needed. Additional queuing space is along Second Street.

All city and commercial vehicles will be weighed empty to determine tare weight during station shakedown and will have that data stored in the scale electronic processor in the scalehouse. When delivering refuse, the vehicles will advance onto the scale where the automated system records pertinent data for city accounting records.

Public vehicles will enter the station property from Second Street, beside the city vehicle entrance road and turn toward the south. The scalehouse is positioned between the city and public entry road. This allows the weighmaster to transact business with both city/commercial and public haulers without leaving the scalehouse. No scale is needed for the public customers as they will be assessed a charge by estimated volume, rather than weight. On site queuing space is provided for approximately 15 public vehicles, with additional queuing on Second Street. Portable concrete dividers separate city and public traffic after passing the scalehouse.

II.2 Receiving

Weekdays

After weighing, collection vehicles continue onto a 140 ft. wide x 100 ft. deep concrete apron. Sufficient space exists for them to maneuver

and enter the transfer building through any of 3-24 ft. wide doors. These doors provide space for six self-unloading trucks simultaneously (2 per door) as the RFP requires.

After dumping on the floor, city and commercial vehicles exit the building through an open door, onto the apron and to the exit road at the northeast corner. To prevent building damage by trucks backing into the door pillars, 12 in. wide x 12 in. high x 6 ft. long curbs extend out from the building at the pillars.

Public vehicles proceed past the scalehouse onto a canopy-covered concrete apron. They back up to one of 10 spaces along the west side of the building and unload into the building. Five-20 ft. wide doorways provide space for 10 manually unloading vehicles simultaneously (RFP requirement).

Weekends

Because city and commercial traffic is greatly reduced on weekends, public dumping will be accommodated at the city/commercial area and also at the regular public apron. Sufficient space exists there and inside the transfer building for 20 manually unloading and two self-unloading vehicles simultaneously.

On weekends, the public vehicles will enter on both city and public entrance roads. The portable dividers on the apron will be set aside using the front end loader (fitted with lifting forks). This gives free access to both city and public tipping areas.

II.3 Transfer

Transfer trailers enter the property by way of the 25 ft. wide traffic lane set aside on the east boundary of the property. They drive north past the trailer tunnel and back under the dumping port. Enough queuing space is available on the access road to preclude any queuing on city streets.

The dumping port is located in the northeast corner of the transfer building and is bordered on two sides by converging pushwalls and on the back by a steel splash plate to minimize debris spillage as the front end loader pushes the waste into the port and the waiting transfer trailer. After being loaded to the legal limit as indicated by the lighted display from the 3-axle scale, the trailer exits to the north, turning west onto Second Street.

II.4 Haul

II.4.1 Number of Trailers

Figure 3 is a graph depicting the number of trailers required to haul 400 tons assuming 21 tons/load.

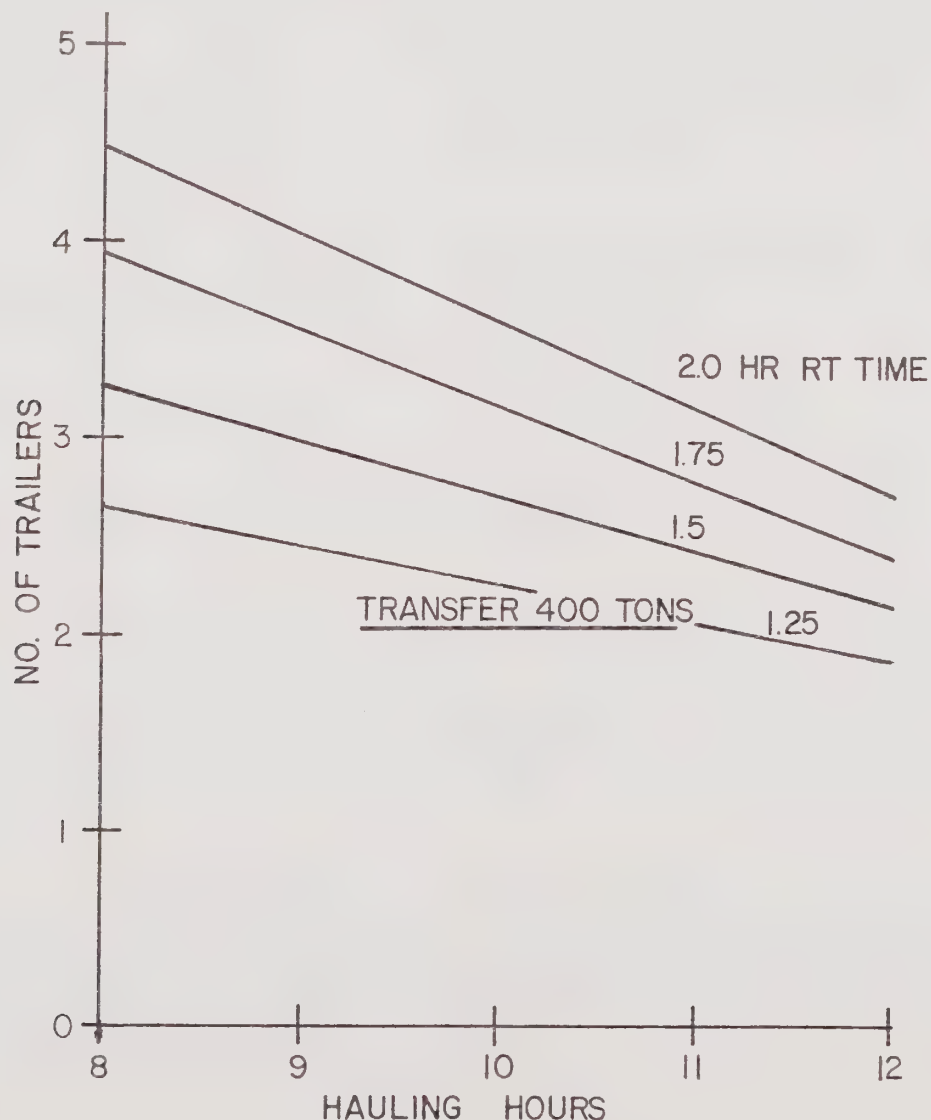


FIGURE 3
Trailer Requirement to Haul 400 Tons Per Day

As noted, the number of trailers required is a function of the haul time and hours/day the hauling operation encompasses. The normal day waste of 400 tons can be hauled in 9 hours with four trucks with roundtrip times of two hours or less. BFI expects to use the West Contra Costa County Landfill requiring less than 1 1/4 hours total roundtrip time. Therefore, four trailers will be adequate. One spare tractor and trailer will be maintained.

II.4.2 Trailer Sequencing

Referring to the site plan, the trailers will enter the access road from Gilman Street and advance into the tunnel when the previous trailer leaves. All four trailers will be filled the previous night and depart when the station opens. This permits the tipping floor to be cleared each weeknight. Traffic encountered to and from the landfill and unloading will cause their arrival back at the station to become staggered after the first trip. Little queuing time is anticipated.

Operators will schedule their lunch periods to allow continued station operation during open hours.

II.5 Maintenance/Cleanup

II.5.1 Trucks and Equipment Washing

Moving vehicle light maintenance is performed onsite in two 40 ft. long, covered bays. Routine maintenance, such as brake repair/replacement, tire repair and replacement, and oil change will be done onsite. Major repair such as engine overhaul and transmission repair will be done offsite.

The two 40 ft. long bays will contain rooms for light hand tools and parts supply cabinets. The personnel responsible for vehicle maintenance will also maintain the equipment used on the washrack, vacuum station, interior cleanout equipment, and the baler.

A washrack will be constructed adjacent to the city vehicle exit road. Truck washing will be performed by the vehicle driving onto the washrack pad and centering the vehicle between the curbs. Transfer station personnel, using the steam/high pressure water wand will walk along the elevated catwalk cleaning the top of the truck and any part accessible on the side. They then proceed to ground level and repeat the process for areas only accessible from the ground. The truck then exits onto Second Street or parks on the station grounds (transfer vehicles).

Interior cab vacuuming would be done by the vehicle driver positioning the cab between two pylons housing rolled up vacuum hoses. Connected to a common vacuum machine, both sides of the cab could be cleaned simultaneously. When completed, the truck would proceed out the exit road onto Second Street.

II.5.2 Cleanup

It is necessary to devote a significant amount of time to station cleanup, because of the nature of the material handled. Loose paper and plastic are easily windblown and must be controlled. Dribble from the delivery and transfer vehicles will occur along the access roads and in the transfer trailer tunnel. One man will be assigned to maintain the exterior grounds by picking up all loose material, tending the landscape, cutting grass, etc. In addition, personnel on the tipping floor will keep all loose waste inside the transfer building.

A two story enclosure is located in the southwest corner of the tipping floor. The upper floor is a windowed observation room. The first floor is a completely enclosed janitorial supply room. Brooms, rakes, lawnmowers, soap and other cleaning supplies are secured inside this room.

As part of the cleanup function, a rubber-tired self-propelled sweeper will be used to clean the access roads and parking areas. On a regular schedule, the tipping floors will be swept and washed.

As noted on the site plan, the entire station will be enclosed by a

six ft. high chainlink type fence. It will serve as a security fence as well as a barrier to prevent windblown litter from leaving the station confines. The grounds keeper will periodically clean the fence of windblown material as he maintains the station grounds.

II.6 Performance Guarantee Provisions (Reliability, Redundancy, Contingency)

Transfer Station operation can be interrupted by the following circumstances:

- 1) Scale malfunction (receiving or transfer)
- 2) Transfer trailer inoperable
- 3) Over supply of waste
- 4) Front end loader inoperable

If a scale malfunction occurs, an estimate of the weight of the waste in the vehicles will be made until repairs effected. Beginning with the shakedown operation, history will be collected on actual waste weight in each city or commercial vehicle by vehicle designation. This will allow a statistical average to be calculated and applied during the interim until the scale is repaired. If city collection trucks make more than one route a day, the statistical history will be analyzed to discriminate between routes to allow for some routes being shorter and collecting less waste or the route collecting a different type of waste.

Transfer trailer weights will be cataloged in a similar manner, by tractor/trailer designation.

Scale reliability is greatly improved by maintaining a clean environment around the scales. Particular attention will be paid to the scale areas to ensure no grit or dirt intrudes the weighing mechanism area to cause malfunctions. Regular maintenance will be performed on both receiving and transfer scales to increase their reliability.

Loss of a transfer vehicle (tractor or trailer) will be covered by maintaining a spare rig.

If the station receives more than its capacity (560 tons) on any day, it can continue to operate by: (a) haul using the spare transfer rig, (b) transfer and haul after the station is closed for the day, or (c) store the excess and haul on succeeding days. The requirement to move any waste within 48 hours after receipt allows stacking waste on the tipping floor. The floor has enough useable area to store 600 tons of waste.

II.7 Traffic Flow and Management

II.7.1 Traffic Patterns and Traffic Separation

During weekday and weekend operation

As shown in the site plan, city/commercial and public road ingress are adjacent to each other.

Traffic lanes will be well-marked to prevent any inadvertent driving against oncoming traffic.

Delivery rate to the station makes it possible for city/commercial trucks to enter and leave the facility by the same gate on Second Street. RFP Table II-3 shows the heaviest flow during weekdays from 8:00 a.m. - 10:30 a.m. It is expected to be 24 vehicles in 2 1/2 hours or one every 6 minutes. This frequency can safely be handled by a common entrance/exit gate.

Public vehicles enter on a road adjacent to the city/commercial gate and continue south, through the tipping area to exit at a separate point on the southwest corner and onto Second Street. Separation of city and public vehicles traffic at the transfer building is by portable concrete dividers.

On weekends when public deliveries are greater, public traffic will be directed to both city/commercial and public entry roads. At all times when the station is open, spotters will be on duty in both tipping areas. They will direct all deliveries to areas for waste discharge and control incoming and outgoing traffic.

Transfer trailer traffic is always separated and uses the 25 ft. wide access space on the east property boundary for entry and an on-site paved road for exit onto Second Street.

II.7.2 Transfer and Haul

The transfer trailer exit road is adjacent to the city entrance/exit road. To maintain safe separation of these two traffic streams, lanes will be well-marked with lines and directional arrows.

When the trailer is positioned under the dump port, an indication will be seen on a lighted display from the split axle scale. The front end loader will fill the trailer to the legal weight limit as indicated by the scale display. Horn signals will signal the trailer to move out of the tunnel, to be replaced by the next trailer. A horn will signal the new trailer is in position to be filled.

Should there be no empty trailer immediately available, the front end loader operator will consolidate and stack the incoming waste to maintain sufficient floor space.

II.7.3 Recyclables

Corrugated paper will be collected during the station operating hours and stored loose in the baler area. At the end of each day, all corrugated will be baled. Sufficient area is available near the baler to make it possible to wait several days before loading out the bales to the buyer.

Aluminum will be temporarily stored in a bin. When sufficient aluminum is collected, it will be baled (using the corrugated baler) and stored until ready to be sent to the buyer. White goods will be stored in 30 yard boxes until the scrap dealer hauls them to his yard (on demand).

II.8 Personnel

II.8.1 Classification and Number

	<u>Daily</u>	<u>Sat.</u>	<u>Sun.</u>
a. Manager	1		
b. Loader operator	1	1	1
c. Truck drivers	4	2	0
d. Gate fee collector	1	1	1
e. Mechanic	1		
f. Dump men	2	2	1
g. Salvager, recycled material	2	1	1
h. Office clerk	1		
i. Groundskeeper	1		
j. Swing person	1	1	

II.9 Fire/Safety Procedures

II.9.1 Fire Procedures and Equipment

Fires are most likely on the receiving floor and around fuel dispensing areas. The receiving floor will be equipped with automatic sprinklers. Wall-mounted fire hoses will be placed on each wall of the building. Portable CO₂ fire extinguishers will be near each hose rack, two in the shop and one in the ramp and fuel island. Personnel will be instructed in the use of each system. There will be an alarm bell and light in the receiving building operable from the floor so that floor personnel can notify the office and all personnel in the building of a fire or other emergency.

II.9.2 Safety

The plant manager shall be the primary safety officer, and he will be responsible for writing emergency procedures. He will conduct weekly safety meetings to instruct and remind plant personnel of procedures and safety awareness. All safety equipment will be maintained in an operable condition.

III Operating Environmental Effects and Their Control

III.1 Litter

The nature of the material handled at the station makes litter control a priority. Collection trucks and public vehicles are likely to dribble waste as they stop and start on the station grounds. Also, loose material is likely to accumulate in the transfer station tunnel in spite of the best design to seal the space between the dumping port and the transfer trailer open top. BFI proposes to maintain building and grounds cleanliness by: 1) Impressing all station employees with the importance of station appearance and safety benefits of a litter-free environment, 2) Regular sweeping of all hard-surfaced roads and tipping areas, 3) Assigning a groundskeeper to police the outside areas of loose, windblown or dropped material, as well as performing lawn and landscape care, 4) Assigning the tipping floor spotters with the duty of keeping all waste inside the building confines, and 5) Requiring all open top vehicles using the station to be covered with a small mesh tie-down covering. This will apply to the transfer vehicles trailers as well. A six feet high chain link fence will be erected around the site perimeter. It will be primarily for security purposes, but will also contain windblown material within the station boundaries. The groundskeeper will regularly remove material trapped by the fence.

III.2 Odor

Odor control will be addressed by an aggressive cleanliness program.

Regular sweeping of the tipping floor areas will prevent putrefaction of organics. Also, transferring the incoming waste to the landfill as soon as possible after receipt will lessen the odor.

One advantage of the Masterplate floor coatings is its relative imperviousness to liquids such as grease and fatty substances. The smoothness and density of the coating makes it very easy to sweep or wash the surface free of these odor producing liquids. As mentioned earlier, floor cleaning will be scheduled on a regular basis.

III.3 Waste Water Effluent/Storm Drainage

All wastes will be handled within the building to prevent storm runoff contamination. The sump for the trailer tunnel will be located so that no rain will fall or collect on areas that might be covered by litter. Each trailer is equipped with a holding tank to collect any drainage from wet material. Any rain falling on the open top will also collect in the holding tank and be dumped at the landfill.

III.4 Traffic, On- and Off-site

Transfer vehicles will be the only additional load on public streets since most vehicles now using the Berkeley dump pass this site.

Transfer vehicles will add an estimated 40 trips to the daily traffic count of 8,000 vehicles on Gilman Street and 22,000 vehicles on the freeway. These vehicles will enter the site just off the railroad right of way by turning left from Gilman Street. Transfer vehicles will exit on Second Street, turn west on Gilman Street and enter the freeway at the next block.

Public vehicles will enter and exit the site directly on Second Street.

City and commercial vehicles will enter on Second Street and exit through the site to Second.

The intersection of Second and Gilman will receive a heavy additional load of vehicles; most will involve vehicles turning left onto Second Street from Gilman Street. The city may have to consider some form of traffic control. The back up of traffic on Second Street, if it occurs, will not impact station operations.

III.5 Visual Effects

In keeping with the City's desire to create an aesthetically pleasing facility, and good neighbor image and appearance, BFI has chosen a building style that combines function, appearance and cost. The corrugated metal-walled building can be specified with a variety of architecturally approved colors. The pretreated metal panels are coated with an acrylic film for fracture and scratch resistance.

Landscaping will be chosen to present a visually attractive view of the facility from the Second Street side. Until the WCF is constructed, landscaping will be placed along the southern face of the transfer building.

Transfer trailers and tractors will be maintained in a clean manner. A functional, attractive color scheme will be used to identify the over-the-road equipment.

Placement of station functions was picked to screen those facilities less visually pleasing, such as the washrack and refuse bin cleaning. These were positioned away from the Second Street side of the station.

III.6 Noise

All mobile vehicles will be maintained to produce minimum noise. They will be kept in good running order with intact exhaust muffling systems.

A rubber-tired front end loader was chosen, in part, over a track laying (bulldozer) type vehicle for waste handling because of its relative quietness when operating on hard surfaces.

The major noise generation will be from the operation of hydraulic systems on the commercial vehicles and the loader. These operations will be confined within a building. The nearest downwind occupied building is across the railroad right-of-way. Sound generated will be masked by traffic noise on the freeway, and adjacent businesses should not be aware of additional noise.

III.7 Vectors

The facility will have no areas inaccessible for cleaning. Material will be removed on a daily basis.

The station grounds maintenance program will include frequent spraying for flies, cockroaches, etc., that may come in with the waste.

A rodent control program will be initiated and consist of baited traps or prepared food boxes.

III.8 Dust

The primary area where dust control will be most needed is at the dumping port. Free fall of the waste from the front end loader to the waiting open top trailer will liberate dust. Abatement will consist of a series of 5 - flat spray water nozzles above the trailer top, in the trailer tunnel. The details are shown on the attached set of detailed drawings. The 40 degree spray angle nozzles will be activated when trailer loading is underway and turned off at other times to conserve water and minimize wetting.

All traffic areas will be swept daily.

III.9 Hazardous Waste (Received Unintentionally)

Every attempt will be made to have the deliverer of the waste pick up and dispose of any hazardous material brought to the station.

Hazardous waste not identified by deliverer will be set aside in a separate enclosed bin away from the buildings. All accumulation will be disposed of in an approved dump.

III.10 Lime Areas

The lime pits shown on the city drawings are outside the limit of our proposed buildings. No removal of areas not requiring structural foundations is proposed.

If lime is found under buildings or the retaining wall portion of the transfer vehicle ramp, the lime will be removed to provide adequate foundation base. All removed lime will be mixed with site materials and incorporated into fill below paved areas.

FORM A
INITIAL CAPITAL COSTS

<u>Cost Element</u>	<u>Dollars</u>
Engineering Design	\$ <u>60,000</u>
Demolition	<u>100,000</u>
Site Preparation and Development	<u>790,000</u>
Buildings and Foundations	<u>850,000</u>
On-site Stationary and Mobile Equipment	<u>300,000</u>
Transfer and Haul Equipment	<u>500,000</u>
Spare Parts and Equipment Reserves	<u>10,000</u>
Cost to Move and Install Scales	<u>48,000</u>
Mechanical Installation	<u>150,000</u>
Electrical Installation	<u>105,000</u>
Construction Bonding	<u>25,000</u>
General Contractor Fee	<u>200,000</u>
Start-up/Testing	<u>10,000</u>
Insurance	<u>20,000</u>
Contingency	<u>100,000</u>
Other ⁽¹⁾	<u>250,000</u>
Total Capital Cost	<u>\$3,428,000</u>

(1) Please note items included in "Other"

<u>Item</u>	<u>Cost</u>
A. GENERAL CONDITIONS	\$ <u>250,000</u>
B.	<u> </u>
C.	<u> </u>
D.	<u> </u>
E.	<u> </u>
F.	<u> </u>

FORM B

FIRST YEAR OPERATING PERSONNEL COSTS

<u>Position</u>	<u>Annual Salary</u>	<u>Number</u>	<u>Annual Costs (Dollars)</u>
Operation Manager	\$30,000	1	\$ 30,000
Mechanics	22,000	1.5	33,000
On-Site Equipment Operator(s)	22,000	1.5	33,000
*Rolling Stock Operator(s)	21,600	5.6	120,960
Process Operator(s)	_____	_____	_____
Station Operator(s)	_____	_____	_____
General Laborer(s)	16,640	5	83,200
Scale House Clerk(s)	16,640	2.5	41,600
Casual Laborer(s)	14,560	1.4	20,384
Other (specify) salvage	15,600	2	31,200
_____	_____	_____	_____
_____	_____	_____	_____
Fringe Benefits @ 45% of Annual Salary	N/A	N/A	177,005
Total Annual Operating Personnel Costs	N/A	_____	<u>\$570,349</u>

NOTE: Indicate with asterisk those items considered variable with tonnage throughput.

FORM C

FIRST YEAR OPERATING AND MAINTENANCE COSTS

<u>Cost Item</u>	<u>Annual Cost (Dollars)</u>
Maintenance Expendibles and Supplies	\$ 36,000
Electric Power	8,000
On-Site Stationary and Mobile Equipment, including Gasoline, Oil, and Maintenance	42,000
*Rolling Stock Including Gasoline, Oil, and Maintenance	186,000
*Disposal Fee @ \$7.60/ton	1,097,440
Legal and Accounting Fees	12,000
Equipment Reserves	40,000
Insurance	41,000
Operations Bonding	12,500
Contingency	70,000
Other (Specify) Vector Control, Miscellaneous	18,000
Recycle Equipment Maintenance & Supply	7,200
<hr/>	
Total Annual Operating and Maintenance Costs (excluding Personnel Costs)	<u><u>\$1,570,140</u></u>

NOTE: Indicate with asterisk those items considered variable with tonnage throughput.



September 29, 1981

Mr. Michael J. Baumann
Project Manager
City of Berkeley
Department of Public Works
2180 Milvia Street
Berkeley, CA 94704

Berkeley Transfer Station Proposal

Dear Mr. Baumann:

Enclosed is a corrected copy of Form D Total Cost Summary. Items 4 and 5 were inadvertently omitted from the Total Annual Costs.

We apologize for any inconvenience this may have caused you.

Yours very truly,

A handwritten signature in dark ink, appearing to read 'Gene A. Meredith'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Gene A. Meredith

GAM:joy
Enclosure

RECEIVED

SEP 30 1981

FORM D
TOTAL COST SUMMARY

- | | |
|--|--------------------------|
| 1. Initial Capital Costs (Form A) | <u>\$ 3,428,000</u> |
| 2. First Year Operating Personnel Costs (Form B) | <u>\$ 570,349/year</u> |
| 3. First Year Operating and Maintenance Costs (Form C) | <u>\$ 1,570,140/year</u> |
| 4. Proposer's Allocated Overhead to the Project | <u>\$ 80,000/year</u> |
| 5. Proposer's Management Fee or Profit | <u>\$ 100,000/year</u> |
| 6. Total Annual Costs (Lines 2 + 3 + 4 + 5) | <u>\$ 2,320,489/year</u> |
| 7. Recycling Commitment | <u>2 % by weight</u> |
| 8. Fee for Facility Presentation and Maintenance* | <u>\$ 8,000/month</u> |

*Should City decide not to operate Facility by July, 1983 (refer to Section II.5.2).

FORM D
TOTAL COST SUMMARY

- | | |
|--|--------------------------|
| 1. Initial Capital Costs (Form A) | <u>\$ 3,428,000</u> |
| 2. First Year Operating Personnel Costs (Form B) | <u>\$ 570,349/year</u> |
| 3. First Year Operating and Maintenance Costs (Form C) | <u>\$ 1,570,140/year</u> |
| 4. Proposer's Allocated Overhead to the Project | <u>\$ 80,000/year</u> |
| 5. Proposer's Management Fee or Profit | <u>\$ 100,000/year</u> |
| 6. Total Annual Costs (Lines 2 + 3 + 4 + 5) | <u>\$ 2,140,489/year</u> |
| 7. Recycling Commitment | <u>2 % by weight</u> |
| 8. Fee for Facility Presentation and Maintenance* | <u>\$ 8,000/month</u> |

*Should City decide not to operate Facility by July, 1983 (refer to Section II.5.2).



BERKELEY SANITARY SERVICE

P. O. BOX 1175 • BERKELEY, CALIFORNIA 94701
TELEPHONE: 232-5872

September 28, 1981

Mr. John Guest
Browning-Ferris Industries
1999 South Bascom Avenue
Pruneyard Tower II, Suite 400
Campbell, CA 95008

Re: Quotation for Refuse Transfer
City of Berkeley
Transfer Station Proposal

Dear Mr. Guest:

This is to provide you with a firm quotation for landfill services in connection with your proposal to the City of Berkeley ("the City") to design, construct, and operate a refuse transfer station ("the station") at Second and Gilman Streets in the City of Berkeley, subject to the terms and conditions set forth below. We understand that a copy of this letter may be incorporated in your proposal to the City.

If you are awarded a contract to operate the station, we hereby offer to receive at our landfill, located at the end of Parr Blvd., Richmond, California, all refuse generated by the City of Berkeley, transferred from the station for one (1) year from the time you begin operating it, according to the following terms:

1. Our current charge for garbage and refuse as of October 1, 1981, is: \$7.60 per ton. Charge for garbage and refuse shall be \$8.75 per ton effective January 1, 1982 for calendar year 1982.
2. We will accept compacted and loose nonhazardous solid waste to be delivered between the hours of 8:00 A.M. and 4:30 P.M. The landfill will be available seven days a week.
3. All money due and payable upon billing. Tonnage will be billed monthly.

September 28, 1981

4. Our price escalation shall be 12%. The frequency of price escalation is annual as of January 1st of each year beginning January 1, 1983.
5. In addition to the above tonnage charge, you shall pay any tax, assessment, or charge imposed by any governmental body or agency which directly relates to the depositing of material at the landfill at such frequencies and intervals as may be required by the governmental body or agency that imposes the tax, assessment, or charge.

This offer shall remain open until accepted by you, but not beyond 270 days from the date of submission of proposals to the City. If timing accepted, the contract resulting from acceptance of this offer shall be renewable annually for up to five (5) additional one (1) year periods. In the event that your contract to operate the transfer station ends before the expiration of the six (6) year period contemplated by this offer, if still in effect, shall be assignable by you to the City of Berkeley or its designee to any successor operator of the transfer station. It is understood that the contract made by acceptance of this offer shall be terminable without penalty or damage by you, the City of Berkeley, or the assigns of either, upon written notice that the City has made final acceptance of its materials recovery/waste conversion facility (MR/WCF).

The award to you of a contract to operate the station shall operate as a condition subsequent to this agreement. Should some other person receive the final award from the City of Berkeley, the contract formed by this offer and your acceptance shall be deemed to have been revoked and to be null, void and of no effect. For your convenience, two (2) signed copies of this offer are provided. Please make your acceptance in the place indicated hereon and return one (1) executed copy to us.

Very truly yours,

BERKELEY SANITARY SERVICE

By:

Richard Granzella
Richard Granzella
President

RG:cs

ACCEPTED:

MANAGEMENT PROPOSAL

I. Proposed System Management

I.1 Management Methodology

I.1.1 Design

The design and scope of this project is a joint effort of BFI Engineering, Houston, and BFI of California.

Scope and preliminary drawings for submittal and cost estimates were prepared at BFI, Houston, Texas by the Engineering section.

Structural and foundation drawings and calculations will be by Floyd Weaver, Engineer, Santa Ana, California, a licensed engineer.

Building details and drawings will be submitted by the individual subcontractors, civil drawings will be prepared by a licensed consultant engineer.

I.1.2 Construction

ECCO Contractors, Inc., a BFI subsidiary will be the prime contractor.

I.1.3

Mr. Cy Jevic of ECCO Contractors, Inc., who was responsible for the San Diego County Palomar Transfer Station construction, will be the project manager and engineer.

Local subcontractors will be solicited for bids on all phases after final drawings have been prepared.

I.1.4

Mr. Cy Jevic of ECCO Contractors, Inc., will be responsible for testing all systems.

I.1.5

The BFI line company formed to operate this facility will initially be under the direction of Don Schmid, current line manager of the San Diego County Palomar Transfer Station. The plant manager will either be Jim Gunderson, who now operates the San Diego County plant, or an equally qualified employee.

I.2 CPM Chart and Personnel Organization Chart

I.2.1 See attached page.

I.2.2 Organization by project phase

I.2.2.1 Design, preliminary

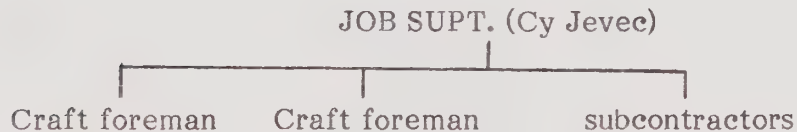
BFI Houston Engineering, Bill Parker, and Don Schmid

I.2.2.2 Construction - final drawings

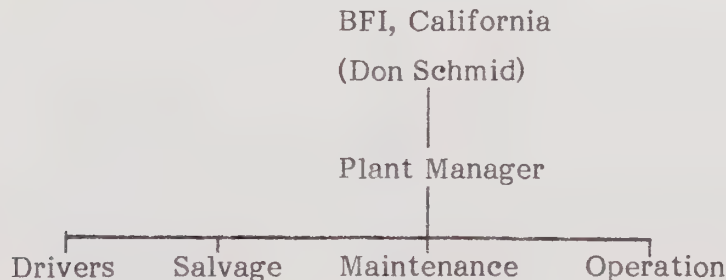


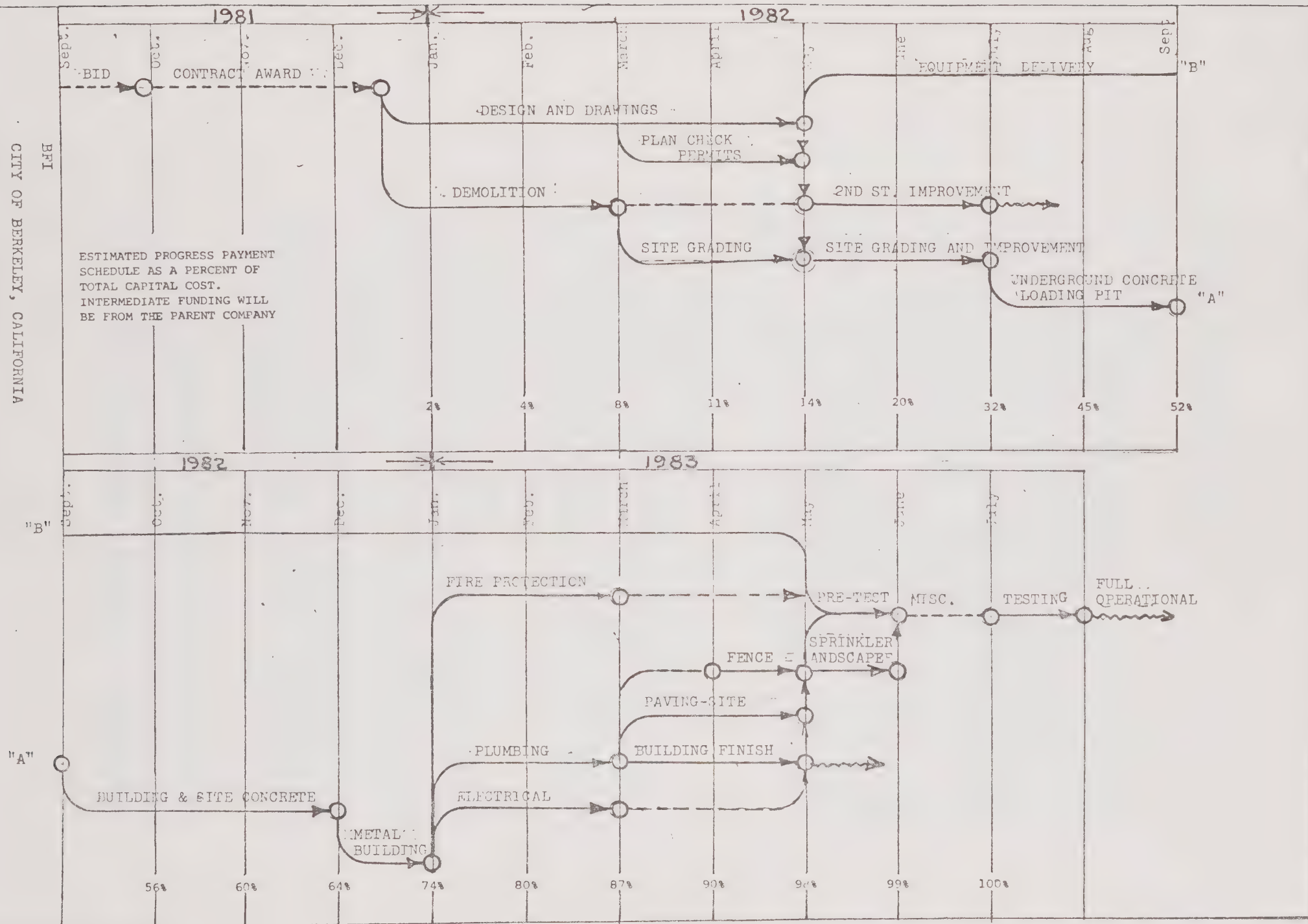
Construction supervision

ECCO Contractors



I.2.2.3 Operation





I.3 Operations and Maintenance Plan

I.3.1 Operations

The facility will be open every day from 8:00 a.m. to 5:00 p.m. Personnel will be assigned on a basis that will permit eight hour days and forty hour weeks as much as possible. The personnel assignments show partial employees under various positions. Employees will be cross trained so they can perform additional duties and achieve advancement.

The daily operation will consist of receiving, sorting recyclable material, and filling the trailers, hauling to the landfill, baling sorted material, cleaning vehicles, and general repairs and cleanup. No waste transfer on Sundays is contemplated.

I.3.2 Maintenance Plan

The general mechanic will be responsible for tire repair and replacement, daily servicing of both mobile and stationary equipment and light duty repair. The mechanic will have a part time assistant to help maintain the wash area and be available when the mechanic is not on duty.

Maintenance of the receiving floor and building will be by the receiving crew. Outside grounds will be maintained by the groundskeeper, and casual labor as needed.

Interior building spaces will periodically be cleaned by a local contract cleaning service. Landscape maintenance will be by the groundskeeper. If plant replacement is necessary, a local nursery will be contacted for service.

Major repairs to station equipment and rolling stock will be performed by local dealers. During the first year of operation, little repairs are anticipated, but would likely be warranty items.

I.4 Gate Fee Management and Control Plan

I.4.1 Receiving

The scale house will be manned from 8:00 a.m. to 5:00 p.m. every day except holidays set by the city. The personnel operating the scale will be weighmasters. All personnel handling money will be bonded.

The weighmaster will estimate the quantity on the public deliveries and compute the charge based on the fee set by the city. A receipt showing the date, City of Berkeley Transfer Station, amount of the charge, amount tendered and amount of the change will be given each public vehicle. The monies received will be kept in a cash register and transferred to a floor safe as often as warranted.

All commercial and city vehicles shall cross the scale. Tipping fee on city and commercial vehicles will be determined by the city. Cash accounts will be receipted as with the public vehicles. Charge accounts will show weight and amount charged by account name or number. City vehicles will be weighed and records mailed daily to the city showing tons delivered.

I.4.2 Billings and Collection

The contractor will ask the city to approve all credit customers. Those credit customers not receiving approval will be the responsibility of the contractor. Individual invoices will be made for each transaction. The invoices will be assembled and mailed to the customer, with a copy to the city, daily. The customer will receive a statement monthly, showing charges, penalties and credits.

It is proposed that all credit customers be assessed 2% per month penalty for payments not received by the 15th day of the following month. Billings to city approved

.credit customers that are delinquent more than 90 days will be referred to the city for dispositon.

I.4.3 Accounting

The contractor shall prepare a daily sheet showing cash sales, credit sales, vehicle counts, delivered tonnage, transfer loads and transfer tonnage. Provisions will be made to include items of note, such a visitors, complaints, or accidents.

Cash collected will be deposited in a separate bank account daily. It is proposed that the amount collected be used to partially offset contract costs and that excess or shortage transfers be made with the city at the end of each month.

I.5 Statement of Qualifications

I.5.1 Team Members Experience

BFI currently operates 14 transfer stations, three of which the Company owns, at which it processes solid wastes for removal to more distant final disposal sites. Seven of the Company's owned or operated transfer stations have installed, or are designed to permit the addition of, equipment to recover marketable components of the waste stream, primarily paper and ferrous metals.

Much of BFI's experience in the design, construction and operation of solid waste processing and transfer facilities has been attained at four major facilities in Texas, California, Massachusetts and Canada. Information on three are presented in detail.

Design Experience

Examples of BFI's design experience include the Houston Resource Recovery, Inc. (RRI) facility (formerly a compost plant), the Holliston, Massachusetts facility, and the San Diego County Palomar solid waste processing and transfer facility.

. Upon assuming operating responsibility for the Houston plant in 1971, BFI engineers first evaluated the potential of the existing plant and equipment and recommended a plan to place into full operation those subsystems which were economically viable. Paper and ferrous metal recovery presented the best initial operating opportunities. BFI engineers provided the overall systems design and the technical knowledge needed for the project; BFI managed all construction and equipment erections and supervised the start-up and shakedown operations at the plant.

Over the past decade the relative arrangement of the transfer equipment at this facility has been altered to reflect different process configurations. Transfer packers at various times have been charged via chutes and conveyors and by means of direct dumping from collection vehicles and front-end loaders.

Another resource recovery/transfer operation conceived, designed and implemented by BFI engineers is located in Holliston, Massachusetts. Plant and process layout, detail, control and architectural design was accomplished by BFI personnel. This facility was designed to handle 400 tons per day (TPD) of incoming raw waste and receives material from many small nearby industrial, commercial and residential accounts. Like the Houston operation, BFI rolling stock transfers the residue waste to a distant landfill site.

A more recent example of BFI transfer station design capabilities was demonstrated in December, 1978, when, based upon competitive bidding, San Diego County, California awarded a contract to a subsidiary of BFI to design, construct and operate for five years, the Palomar solid waste processing and transfer facility, near Carlsbad, California.

Palomar consists of three contiguous buildings comprising nearly 40,000 square feet and is designed to process 800 tons per day of residential and commercial solid waste in a single eight-hour shift.

Initially, the facility had only been designed to shred the solid waste to a nominal 4" particle size (90 percent by weight passing through a 4"

screen) and recovering the ferrous metal fraction. BFI's design accommodated technical conditions in the specifications which required that "provision can be made at a later date for additional separation and recovery of other materials (i.e., glass, aluminum) and/or energy conversion and recovery".

Within the Palomar facility, two independent processing lines are each capable of processing 400 tons of as-received solid waste in eight hours. Each line includes a feed system consisting of steel and rubber belt conveyors, a shredder, a dust control system, a magnetic metal recovery system and a stationary compactor truck loading system.

Construction and Construction Management Experience

Over the past decade BFI has constructed more than 30 new processing and recovery facilities including transfer stations, liquid waste reception and processing facilities and waste paper recovery plants. On most of these projects, BFI provided design and construction management services in addition to the procurement of equipment. In several instances, BFI served as the prime contractor for construction, while in other projects the Company served as the construction manager while hiring locally established general contractors for actual construction. For the Berkeley project, ECCO Contractors, Inc., of Santa Ana, California (a BFI subsidiary) will provide full construction services.

The recently completed Palomar facility in San Diego is representative of BFI's construction capabilities. This 800 TPD waste processing/transfer facility was developed as a joint effort between ECCO Contractors, Inc., BFI of California and BFI's corporate based Engineering Services Department. ECCO served as the prime contractor for the total contract. BFI of California evaluated operational phases of the facility and the transfer system. Engineering Services provided ECCO with conceptual drawings and equipment cost and assistance in the development of facility labor estimates. This same approach will be used in the Berkeley project.

1.5.2 Involvement in Existing Transfer Stations

Currently, 14 U.S. and Canadian subsidiaries of BFI operate solid waste transfer stations which process approximately 6,400 tons per day (TPD) of residential, commercial and light industrial solid waste. Pertinent comments regarding several of these facilities follow.

The Province of Ontario's Experimental Plant for Resource Recovery is located in North York Borough of Toronto. Browning-Ferris Industries of Toronto, Ltd., was awarded a five-year contract to operate, manage, and assist in the evaluation of the facility. In the spring of 1977, the \$13.8 million facility commenced the initial shakedown of direct transfer and paper recovery operations. Although the nominal design capacity of this section of the plant was 600 TPD, it has transferred in excess of 800 TPD of residential and commercial waste on a single shift basis.

As previously mentioned, the five-year contract awarded BFI by San Diego County included operational responsibility in addition to the design and construction of the 800 TPD facility. The Palomar plant is open six days per week, Monday through Saturday, 8:00 a.m. to 4:00 p.m. County personnel operate the scales and collect disposal fees. BFI provides all other plant personnel and is responsible for the transfer of the processed waste to a sanitary landfill for final disposal, as well as all equipment maintenance.

Like the Toronto example, the Palomar project demonstrates the successful implementation of a major solid waste processing/transfer facility which is owned by the public and operated by the private sector. (The same arrangement would exist at Berkeley.) By utilizing extensive waste processing experience, BFI was able to design a two-line facility (within the somewhat restrictive County budget) to enable operating personnel to meet and exceed the required operation throughput and performance guarantees.

. At the Houston facility, over 800 TPD of municipally collected waste is delivered by approximately 160 residential collection vehicles. BFI personnel operate the entire facility which utilizes four stationary compactors, two of which are dedicated to a testing and evaluation program involving aluminum. When the plant is not in a testing mode, waste is directly dumped by collection vehicles or front end loaders into one pair of compactors. BFI owned and operated rolling stock transports the waste to a landfill for final disposal.

TRANSFER STATION DETAILED HISTORY

- a. **Location:** Toronto, Ontario, Canada
- b. **Name, title and phone number of cognizant local official:** Neal Ahlberg, Plant Manager 416/636-8015
- c. **Owner of Equipment:** Ontario Ministry of the Environment
- d. **Designer of Facility:** Kilborn Engineering Limited
- e. **Construction Contractor:** Kilborn Engineering Limited
- f. **Operator:** Browning-Ferris Industries, Inc.
- g. **Capacity, actual average tonnage per day:** 600 transfer; 300 resource recovery; Total 900
- h. **How long in operation:** 4 years
- i. **Materials recovery facility in system? Type, output:** Shred, air classify, trommel, magnetic separation, compost, ferrous metal, corrugated and newspaper

TRANSFER STATION DETAILED HISTORY

- a. **Location:** San Diego County, Carlsbad, California
- b. **Name, title and phone number of cognizant local official:** Mr. John Burke, Solid Waste Director, County of San Diego, California
714/565-6370
- c. **Owner of Equipment:** County of San Diego
- d. **Designer of Facility:** Browning-Ferris Industries, Inc.
- e. **Construction Contractor:** Browning-Ferris Industries, Inc.
- f. **Operator:** Browning-Ferris Industries, Inc.
- g. **Capacity, actual average tonnage per day:** 800
- h. **How long in operation:** 2 years
- i. **Materials recovery facility in system? Type, output:** Shred, magnetic separation

TRANSFER STATION DETAILED HISTORY

- a. **Location:** Houston, Texas
- b. **Name, title and phone number of cognizant local official:** Gary Abernathy, Director of Solid Waste, City of Houston, Texas, 713/699-1052
- c. **Owner of Equipment:** Browning-Ferris Industries, Inc., Reynolds Metals
- d. **Designer of Facility:** Browning-Ferris Industries, Inc., Reynolds Metals
- e. **Construction Contractor:** Browning-Ferris Industries, Inc., Coastal Conveyors
- f. **Operator:** Browning-Ferris Industries, Inc.
- g. **Capacity, actual average tonnage per day:** 800
- h. **How long in operation:** 10 years
- i. **Materials recovery facility in system? Type, output:** Trommel, magnetic separation, aluminum recovery by hand sorting

MINORITY ENTERPRISE UTILIZATION

This report must be sent by each prime contractor as a part of his/her sealed bid proposal at the time specified in the Notice to Bidders. The City's Office of Contract Compliance will review this report.

1. Name of Contractor: _____

2. Name of Project: _____ Specification No.: _____

3. Address of Contractor: _____

City	State	Zip	Phone
------	-------	-----	-------

4. The above-named contractor intends to fulfill its commitment to expending 40% of its sub-contracted dollars for minority business enterprises, i.e., services, supplies, specialty contractors, in the following fashion:

Names and Addresses of Minority Firms Which the Contractor Anticipates Utilizing	Nature of Participation	Dollar Value of Participation
---	-------------------------	----------------------------------

SEE MINORITY UTILIZATION STATEMENT

Because of the limited time allotment, and not being able to effectively request subcontract bids, it would be difficult and unfair to choose subcontractors or specify their participation at this time.

Total of Above

Total Bid

Total Subcontract

Minority Enterprise % of Total Subcontract Amount

Name - Authorized Officer of Contractor
(Print or Type)

Name - Approving Contract Compliance Officer
(Print or Type)

Signature - Officer of Contractor

Signature - Contract Compliance Officer

Date _____

Date _____

EXHIBIT A

MINORITY UTILIZATION STATEMENT

Browning-Ferris Industries of California, Inc., as a matter of operating philosophy, proscribes to Federal E.O.E. standards, and maintains an updated affirmative action program (see attached example of our BFI of California, Inc. - San Jose office affirmative action program).

Our intent related to our affirmative action program in providing Berkeley a transfer station system is to achieve, during all phases of work, a reasonable relationship between the racial profile of the City of Berkeley and the subcontractors and labor force we utilize.

Our proposal for the three phases of the Berkeley transfer station has been and will be conducted as follows:

PHASE I: Design and Bid

During the design and bid phase we sought out and received assistance from Mr. Fred Ezazi of Bay Cities Paving & Grading, Inc., and Mr. Carl Kennedy of Perine Concrete (both minority firms doing business in the City of Berkeley). Every other portion of the design and bid phase was performed in-house by our engineers and management staff. All requests for bids will be published in the local Berkeley community papers, San Francisco papers (San Francisco Chronicle), and Oakland papers (Oakland Tribune). We will contact select minority firms who have business offices in, or actively do business in, the City of Berkeley, informing them of pending bids.

Any subcontractor selected will be asked to take steps to comply and offer a suitable plan of approach to comply with the 40-percent craft-by-craft goal of the City of Berkeley for the purpose of performing the awarded sub-contract(s).

PHASE II: Construction Phase

In the construction phase we will be putting out to bid, for subcontracting purposes, all phases of demolition and construction, and award those portions that firms wish to subcontract, provided that the bid proposal(s) received are responsive, reasonable, and within the scope of our bid proposal.

Awards will be made on the criteria of the lowest and best bid in the following order of preference:

- *1. Berkeley officed minority business
- *2. Minority business
3. Berkeley officed business
4. Others

*Minority businesses must be registered with the State of California as a minority business.

PHASE III: Operational Phase

If we select to subcontract the operational phase (or any portion thereof), then the subcontractor will be required to adopt the 40-percent craft-by-craft goal, and the labor force used must maintain a reasonable relationship with the racial profile of the City of Berkeley. If we decide not to subcontract, we will maintain proportionate parity between the racial profile of Berkeley and our labor force.

To assist the City of Berkeley in implementing its Affirmative Action Policy, it is requested that you furnish information regarding your personnel as requested below and mail to: City of Berkeley, City Manager's Office, Office of Contract Compliance, 2180 Milvia St., Berkeley, Calif. 94704

ORGANIZATION: Browning-Ferris Industries of California, Inc.
1999 South Bascom Avenue, The Prunevart Towers II,
 ADDRESS: Suite 400, Campbell, California 95008

DATE OF SURVEY: June-July 1981

COMPLETED BY: Resident Manager

SPECIFICATION NO.: Berkeley Transfer Station

AMERICAN
INDIAN

Occupational Category (see reverse side for explanation of terms)	TOTAL EMPLOYEES		WHITE		BLACK		ASIAN		SPANISH SURNAME		OTHER (specify)	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Administrators	57	6	49	6	3				5			
Professionals	5	6	5	5								1
Technicians	1	1	1	1								
Protective Service Workers												
Para-professionals												
Office/Clerical	9	76	7	59	2	4		6		7		
Skilled Craft Workers	105		58		12		2		32		1	
Service/Maintenance	3		2						1			
Other (specify) SALES	4	8	4	7				1				
Oper. (Semi-Skilled)	332		193		24		1		114			
Laborers (unskilled)	265		65		39				161			
TOTALS	781	97	384	78	80	4	3	7	313	7	1	1

Is the controlling interest in your company held by a minority person or persons? Yes _____ No X

If the answer is yes, please specify Male _____ Female _____ and indicate ethnic identification in accordance with the above breakdown.

EXHIBIT B

RECYCLING PLAN

BFI recognizes the city's desire to recycle material from the waste stream. Recycling extends landfill life and conserves national resources. Further incentive can be derived from the profitable sale of the recovered materials.

It must also be recognized that Berkeley encourages and has an active source separation program removing metal, glass and waste oil; and container legislation has been passed. All these add up to reduced recoverables in the waste stream.

With these facts in mind, BFI proposes to recycle the following materials:

- 1.) Corrugated paper and bundled newsprint.
- 2.) Aluminum.
- 3.) White goods (refrigerators, water heaters, etc.).
- 4.) Scrap lumber wooden pallets.

I. Recovery Method

I.1 Description of Process

When waste deliveries designated as high yield corrugated paper loads are received, the truck is directed to a cleared area of the tipping floor. Personnel are assigned to pick the acceptable corrugated paper and stockpile it near the baler. When sufficient paper is collected, it will be baled and stored for shipment.

Commercial deliveries (22% of total) from restaurants and bars are likely to be rich in aluminum. As with the corrugated paper loads, these trucks will be segregated and aluminum handpicked and stored in the nearby drop box. Bales will be made using the corrugated baler.

White goods is much more visible in incoming waste. It will be pulled from the raw waste on the tipping floor and stockpiled in a drop box on the tipping floor perimeter for later loadout.

I.2 Personnel

Two workers will be designated to remove the recyclable material from the incoming waste. They will be instructed and trained to recognize acceptable material, thereby increasing the quality of recovered commodities.

II. Materials to be recovered

II.1 Types/Quantities

Wooden pallets/lumber	3.2	TPD
Corrugated and newspaper	2.4	TPD
Aluminum	.4	TPD
White goods	2.0	TPD
TOTAL	8.0	TPD

II.2 Markets

Corrugated paper and newspaper - Consolidated Fibers Inc.

Aluminum - Reynolds Metals, Coastal Alloys & Scrap, Metra Steel

White goods - Learner Company

Pallets/lumber - local firewood sales

II.3 Transportation

Baled corrugated paper and newsprint and aluminum will be transported a short distance by flat bed truck.

White goods will be taken by open truck to the local scrap dealer.

Scrap lumber will be hauled in a drop box to the local salvage yard.

III. Size of recycling commitment

A total of 2 percent (2%) is proposed to be recycled from incoming waste.

Custom Alloy Scrap Sales, Inc.

2730 PERALTA STREET • OAKLAND, CALIFORNIA 94607
P. O. BOX 24222 • OAKLAND, CALIFORNIA 94623
TELEPHONE (415) 893-6476

September 15, 1981

RECEIVED

SEP 18 1981

BFI

Mr. John Quest/Pacific Region
Browning Ferrous Industries
1999 South Bascom Avenue
Prune Yard Tower II Suite 400
Campbell, California 95008

Dear John:

As per our conversation today we are interested in purchasing your aluminum cans either loose or baled (30"x36"x5'). The competitive price today would be \$.33/lb on loose and \$.35/lb on baled, F.O.B. our location in Oakland. We would be competitive in future pricing on the market value at that time.

Please keep in mind if any Ferrous metals, baling material or other contaminates would be weighed back against each load if any.

Thank you for your interest in selling us the material and we hope to do business soon.

Sincerely,

CUSTOM ALLOY SCRAP SALES, INC.

DAVE L. RYAN

CONSOLIDATED FIBRES INC.

September 21, 1981

Mr. John Guest
Browning Ferris Industries
1999 Bascom Avenue
Pruneyard Towers II, Suite 400
Campbell, California 95008

Dear John:

Per our conversation today, we would be willing to purchase from you over a five-year period all of the News and Corrugated generated by your proposed transfer station in Berkeley.

The quality specifications of the paper would have to comply with those established by the Paper Stock Institute in their Paper Stock Standards and Practices circular. The Newspapers would have to confirm with the quality requirements of Item No. 8, De-Ink Quality News.

The prices paid for both the News and Corrugated would be related to Bay Area market conditions over the five-year period. Based on current market conditions, the price for Corrugated would be \$45 per ton, News \$30 per ton. These prices are based on both grades being picked up at your location in full truckload quantities by our trucks.

We are looking forward to doing business with you.

Sincerely,



Thomas M. Meek
Northern California
Area Manager

TMM:tg

SECTION V.3

CONTRACT

THIS CONTRACT is entered into in the State of California by and between the City of Berkeley, California, hereafter called the City, and Browning-Ferris Industries of California, Inc., hereafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the City is undertaking development of a Solid Waste Management Center (SWMC) as an alternative to the municipal landfill; and

WHEREAS, the SWMC may be developed in three stages, the first stage consisting of a community recycling center and storage area for curbside collected materials (already constructed), the second stage consisting of a Solid Waste Transfer Station, and the third stage consisting of a Materials Recovery and Waste Conversion Facility (MR/WCF); and

WHEREAS, the City has decided to procure the solid waste transfer station, hereafter referred to as the "Facility", separately from the MR/WCF, and before the MR/WCF is constructed, with the understanding that the transfer station will be constructed under a separate contract and will act as a receiving station for the MR/WCF when and if the latter is constructed; and

WHEREAS, the City wishes to engage an independent contractor to design, construct and operate a Solid Waste Transfer Station located at the northeast corner of Second and Gilman Streets in the City of Berkeley to receive, store, load, and transfer solid wastes and to provide sanitary disposal of solid wastes; and recycle a portion of received solid waste.

WHEREAS, (Contractor) shall design and construct a transfer station which is readily adaptable to the adjoining possible future MR/WCF operation, and which shall operate normally when the south wall is removed during MR/WCF construction; and

WHEREAS, (Contractor) will select and purchase stationary equipment and rolling stock; and

WHEREAS, (Contractor) will be responsible for start-up, testing, and operation and maintenance for a one-year period from the initial date of Facility acceptance by the City and an additional period of up to five additional years should the City, at its discretion, extend the contract; and

WHEREAS, (Contractor) represents that it is ready, willing and able to undertake such obligations to do so for the compensation, and in accordance with the terms and conditions, hereinafter specified;

NOW, THEREFORE, in consideration of the City's promise to pay (Contractor) and (Contractor's) promise to design and build said Solid Waste Transfer Station, and to operate and maintain said station for a period of at least one year from the initial date for Facility acceptance, and in consideration of other mutual promises and obligations hereinafter set forth, the parties hereto, each intending to be legally bound hereby, do mutually covenant, promise and agree as follows:

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EXHIBITS

1. Conceptual Design
2. City of Berkeley General Specifications
for Construction
3. Critical Path Method (CPM) Chart

ARTICLE I. REPRESENTATIONS AND WARRANTIES

A. (Contractor) warrants and represents to the City each of the following:

1. It is a [corporation, association, partnership sole proprietorship] duly organized [or qualified], validly existing and in good standing under the laws of the State of California and that it has full power and authority to execute and to enter into this Contract and is qualified to perform this Contract in accordance with its terms.

2. The Facility, when constructed, shall be capable of receiving from city collection trucks, commercial haulers and the general public, and transferring any and all wastes brought to it, except those listed in Article X - FACILITY OPERATIONS, Clause D, 1-3, up to five hundred and sixty tons per day (560 TPD).

3. The transfer vehicle fleet used to carry refuse from the Facility to a landfill shall be capable of transferring up to four hundred tons (400 T) during each operating day of nine (9) hours.

4. To the best of its knowledge, there is no pending or threatened litigation or governmental proceedings which would adversely affect (Contractor's) ability to undertake the construction or contemplated operation of the Facility, or would affect (Contractor's) ability to perform obligations under this Contract.

B. The City warrants and represents to (Contractor) each of the following:

1. The execution and delivery of this Contract has been duly authorized by all appropriate actions of its governing body, and this Contract constitutes the legal, valid and binding obligations of the City enforceable in accordance with its terms.

2. To the best of its knowledge, there is no pending or threatened litigation or governmental proceedings which would adversely affect

the construction or contemplated operation of the Facility, or would affect the City's obligations under this Contract.

3. The City warrants and represents that it is the owner of the Facility Site and that the said site is or will be available to (Contractor) as required to carry out this contract.

ARTICLE II. GENERAL PERMIT, APPROVAL, AND OTHER LEGAL REQUIREMENTS AND STANDARDS

A. (Contractor) will comply with all applicable Federal, State and local ordinances, laws, standards and regulations, including without limitation, the following: California Administrative Code, Title 8, 14, 23 and 24; California Health and Safety Code; the requirements of the California Department of Motor Vehicles, State Solid Waste Management Board; the Federal Clean Water Act, the Resource Conservation and Recovery Act; California Occupational Health and Safety Administration (CAL-OSHA), State and local fire and building codes, and NEMA electrical standards, as appropriate.

B. (Contractor) shall apply for and obtain all required licenses, permits and other approvals, including those at Federal, State and local levels except the following, which will be secured by the City:

<u>Item</u>	<u>Agency</u>
1. Review of facility description (informal)	Association of Bay Area Governments (ABAG)
2. Solid Waste Management Plan Conformance Approval	County Solid Waste Management Authority
3. Confirmation of County S.W.M.P. conformance	State Solid Waste Management Board

The failure of the City or any other body to grant to (Contractor) a permit or other approval shall not constitute a breach of this Contract on the part of the City. The failure of the City or any other body to grant to (Contractor) a permit or other approval through no fault of (Contractor) shall constitute excusable delay provided (Contractor) takes all reasonable actions to complete an acceptable permit application and cause Facility plans, specifications and physical modifications to conform to regulatory requirements.

ARTICLE III. DEMOLITION AND SITE PREPARATION

A. (Contractor) shall demolish and dispose of all materials on the project site, including but not limited to seven existing buildings and assorted debris. Disposal costs shall be borne by the contractor.

B. (Contractor) shall prepare a demolition plan and secure approval of the City for the plan prior to the commencement of demolition.

C. (Contractor) shall secure approval of the City of the completed demolition work prior to the commencement of any site preparation.

D. (Contractor) shall prepare the site for construction.

E. (Contractor) shall prepare a site preparation plan and secure approval of the City for the plan prior to the commencement of site preparation. This plan shall include a description of (Contractor's) method of dealing with the lime areas on the site, any potential impacts and appropriate mitigation measures. The City's approval of such description shall not constitute a warrant by the City that all regulatory requirements have been met.

F. (Contractor) shall secure the approval of the City for the completed site preparation work prior to the commencement of any construction.

G. (Contractor) shall be responsible for any damage to existing utilities during demolition or site preparation, both underground and above ground.

H. (Contractor) shall be responsible for any additional geotechnical or surveying work.

I. (Contractor) shall keep the adjacent properties free from dust, debris, dirt and lime generated by demolition and site preparation.

J. (Contractor) shall prepare a cleanliness plan and secure the approval of the City for said plan prior to the commencement of any demolition or site preparation.

ARTICLE IV. GENERAL DESIGN AND CONSTRUCTION CONSIDERATIONS

A. (Contractor) agrees that it shall design a Facility in accordance with the conceptual design, attached as Exhibit 1 [to be provided by (Contractor)].

B. (Contractor) shall provide to the City all architectural and engineering plans and specifications for the Facility and secure approval of the City for each plan prior to commencement of that development phase. (Contractor) shall provide all surveying.

C. (Contractor) shall construct a Facility in accordance with such design, as approved by the City. (Contractor) is responsible for investigation and application of all codes, design and building requirements and standards on the federal, state and local levels. Acceptance by the City of the design does not release Contractor from its responsibility for this action. Failure to incorporate any current and applicable code, standard, regulation or requirement shall cause the (Contractor) to correct the situation at its own expense.

D. (Contractor) warrants that the Facility shall be designed and constructed in a manner which is fit and sufficient to assure operation in accordance with its intended purpose and that, except as herein provided, its construction shall be accomplished in full compliance with the City of Berkeley General Specifications for Construction, attached as Exhibit 2. To the extent that the provisions of the City of Berkeley General Specifications for Construction are in conflict with other provisions of this agreement, such other provisions of this agreement shall control. (Contractor) warrants that the Facility will be free from defects, whether patent or latent, in material or workmanship. Any and all defects will be corrected at Contractor's expense.

E. The design and construction of the Facility shall be in accordance with the following schedule:

IMPLEMENTATION SCHEDULE

<u>Event</u>	<u>Date</u>
Construction Concluded	June 30, 1983
Start-up and Testing	July 1 - July 29, 1983
Full Operation	July 30, 1983

F. Attached as Exhibit 3 is a Critical Path Method (CPM) chart proposed by (Contractor) and accepted by the City which shows the management methodology and implementation activities for each of the various subdivisions of work required under this Contract for design, construction, construction supervision, start-up/testing and full-scale operation. (Contractor) shall conform to the commencement and completion dates specified in an implementation schedule in this CPM chart. Failure to achieve these dates shall constitute unexcusable delay unless the Contract is modified by mutual agreement pursuant to ARTICLE XXIII - CONTRACT MODIFICATION.

G. From [date of contract award] and prior to the formal acceptance of the Facility by the City, (Contractor) shall attend required meetings and supply reports to the Director of Public Works as follows:

1. Periodic job meetings with City staff.
2. Technical Progress Reports.
 - a. Oral reports on status of activity as required by the City.
 - b. Monthly letter reports on work progress, estimated percent completed, problems encountered and potential solutions to those problems.
 - c. Quarterly written reports on work progress and estimated progression for the ensuing two (2) months.
3. Financial Reports.
 - a. Monthly written reports detailing budget, actual expenditures, commitments, and projected expenditures for the ensuing two (2) months.
 - b. Such other financial reports that may be requested by the City which

are to be in accordance with generally accepted accounting principles as reflected by procedures in general use by City departments.

H. (Contractor) shall submit any request for changes in plans or specifications in written form to the Director of Public Works. (Contractor) must receive written approval of change order requests pursuant to Clause L of this ARTICLE, prior to effecting any deviation from the plans and specifications initially approved by the City.

I. (Contractor) shall commence the work required by this Contract within fourteen (14) days of the date (Contractor) receives written notice from the City that the City has awarded (Contractor) this Contract. (Contractor) shall complete the work within the time stipulated in the CPM Chart prepared pursuant to Clause F of ARTICLE IV - GENERAL DESIGN AND CONSTRUCTION CONSIDERATIONS unless otherwise directed in writing.

Should (Contractor) be obstructed or delayed in the commencement, prosecution, or completion of the work hereunder by any force majeure event pursuant to ARTICLE XVIII -- RISK ALLOCATION AND FORCE MAJEURE, then the time herein fixed for the completion of all work under this Contract will be extended for a period equal to the period of such delay, but only if (Contractor) takes all reasonable actions to overcome promptly such inability to perform, and gives prompt notice to the City of the nature and extent of the delay. (Contractor) shall submit to the City weekly written reports concerning the status of any such delay.

J. In the event and notwithstanding that the Facility has not been formally accepted by the City at the time full operation is scheduled to begin, the City reserves the right to thereafter require (Contractor) to use his/her best efforts to receive, process, and transfer refuse at the Facility upon seven (7) days written notice. Should the City require (Contractor) to so operate the Facility before formal acceptance, it will pay to (Contractor) its actual and reasonable costs of operation, with no allowance for profit. Such City requirement that (Contractor) operate the Facility before formal acceptance shall not constitute formal acceptance of the Facility and shall not excuse the (Contractor) from promptly making the Facility ready for formal acceptance.

K. (Contractor) shall be responsible for all interior roads, parking facilities for cars, and all utility connections (electrical, water, sewer, telephone). Fencing and landscaping shall also be the responsibility of the contractor.

L. Changes in the Facility, its design, or equipment shall not be made, except as follows:

[Here Contractor shall insert his/her proposed change order system.]

The following discussion described BFI's proposed change order process.

I. DESIGN & CONSTRUCTION CHANGE ORDERS AND OPERATIONS
CHANGE ORDERS

- (1.) Additive change orders initiated by and for the City's benefit. Cost + 10% Overhead + 5% Profit.
- (2.) Deductive change order initiated by and for the City's benefit. Cost of Implementation.
- (3.) Additive change orders initiated by Contractor shall constitute no change in price.

II. EQUIPMENT OWNED BY CITY

- (1.) Additive change orders for City owned equipment furnished by Contractor at Cost Plus 5% for Overhead and Profit.
- (2.) Deductive change orders for City owned equipment furnished by Contractor. Cost only. No percentage deduct for overhead or profit.
- (3.) Additive and/or deductive change orders acceptable to both the City and the Contractor can be consumated on a firm price basis.

ARTICLE V. FACILITY DESIGN

A. The Facility shall be designed by (Contractor). The design of the Facility shall be submitted to the City for its approval.

B. The Facility shall be capable of receiving and transferring up to five hundred and sixty tons of waste per operating day of nine (9) hours (560 TPD), notwithstanding that the provisions of this agreement relating to equipment and Facility operation require that refuse be transferred in amounts of up to four hundred tons (400 T), per operating day of nine (9) hours. The Facility will be designed to receive and process all manner of waste, except that listed in ARTICLE X - FACILITY OPERATIONS, Clause D, from all City collection trucks, commercial haulers and the general public.

C. All receiving areas of the Facility shall be enclosed by a building structure or structures, although the manually unloaded vehicle dumping area may allow for vehicles to be parked along the perimeter of the building.

D. The design and traffic plan of the Facility shall include provisions for separation of the self-loading and manually-unloading vehicles during both weekday and weekend configurations.

E. Sufficient unloading space shall be provided so as to permit six (6) self-unloading vehicles, i.e., commercial/city packer trucks and drop-box trucks, and ten (10) manually-unloaded vehicles to dump at any one time during weekday operation. For weekend operation, the Facility must be reconfigured to allow one (1) self-loading and fifteen (15) manually-unloading vehicles to dump at one time during week-day operation. For week-end operation, the Facility must be reconfigured to allow one (1) self-unloading and fifteen (15) manually unloading vehicles to dump at any time.

F. (Contractor) shall provide a landscaping plan and secure approval of said plan from the City prior to the commencement of any landscaping.

G. The Facility design shall provide for structures which are aesthetically appropriate to a light industrial setting. The design shall provide for measures appropriate to achieve this result. Provisions made pursuant to this clause shall be to the satisfaction of the City.

H. The design of the Facility shall provide for an elevated office capable of observing all receiving activities and located so as to enable observations of the possible future MR/WCF activities. The size of the office shall be no less than the square footage described in Exhibit 1 - Conceptual Design.

I. The design of the Facility shall provide interior spaces, including an employee lunch area, a maintenance area, toilet facilities for employees and the general public (separate for men and women) with hot and cold running water, storage areas, and janitorial facilities with suitable quality finishes, including commercial standard fluorescent light fixtures. Personnel employed at the possible future MR/WCF will also use personnel facilities conceptualized for the transfer station. For conceptualization purposes, (Contractor) shall assume six (6) MR/WCF employees.

J. The design of the Facility shall provide for a scale house sufficient to perform the overall objectives of the Facility when and if the MR/WCF is constructed. The design shall also provide for the installation of split platform scales to permit the weighing of all outgoing refuse transfer vehicles.

K. The design of the Facility shall provide capability of washing transfer equipment and City refuse collection vehicles on the site. The design shall also provide for separate collection systems for storm runoff and contaminated water.

L. The Facility shall utilize a tipping floor to receive refuse.

M. The transfer station shall be designed such that it may be readily with the possible adjoining future MR/WCF which may form the final phase of the Berkeley SWMC. (Contractor) shall assume that the south wall of the Facility will be removed in the future to integrate with the MR/WCF operation when and if constructed. The transfer station must be able to continue normal operations when the south wall is removed during MR/WCF construction.

N. The Facility shall be designed to receive and transfer full capacity for fifty-two (52) weeks out of each year, seven (7) days a week, nine (9) hours per day, with the exception of City approved holidays.

O. The design of the Facility shall provide for perimeter fencing to restrict access during hours of non-operation. The design should also provide for informational and directional signs, visible during operational periods, which shall be posted in all appropriate places.

P. The design of the Facility shall reflect conformance with all applicable regulatory or other standards. (See Article II - GENERAL PERMITS, APPROVAL AND OTHER LEGAL REQUIREMENTS AND STANDARDS.)

Q. The Facility design shall provide for push-walls or other provisions acceptable to the City to assure protection of building walls, provide for armored floor hardener or another provision acceptable to the City to assure protection of the refuse receiving floor, and facilitate the loading of transfer trailers.

R. The Facility shall be designed so as to facilitate the loading of refuse transfer trailers to be provided under this contract pursuant to ARTICLE VII, EQUIPMENT.

S. The Facility shall be designed to have a useful life of at least twenty (20) years from the date of full operation.

T. In addition to any copies required for permitting, licensing or other purposes, (Contractor) shall prepare five (5) copies of the following conceptual design drawings and submit them to the City for approval;

1. Plot plan and site utilities
2. Grading plan
3. Floor plan
4. Elevation plan (exterior and interior)
5. Landscaping plan

Detailed design shall conform to those drawings, as approved by the City.

U. In addition to any copies required for permitting, licensing or other purposes, (Contractor) shall prepare five (5) copies of the following design drawings and two sets of engineering calculations and submit them to the City for approval:

1. Plot plan and site utilities
2. Grading plan
3. Floor plan

4. Elevation plan (exterior and interior)
5. Foundation plans and details
6. Structures including framing details
7. Plumbing and waste water treatment plan (if any) and details
8. Electrical and lighting plans and details
9. Heating, ventilation and air conditioning (HVAC) plans and details

V. In addition to any copies required for permitting, licensing or other purposes, (Contractor) shall prepare and submit one reproducible and two copies of the following drawings as approved by the City:

1. Plot plan and site utilities
2. Grading plan
3. Floor plan
4. Elevation plan (exterior and interior)
5. Foundation plans and details
6. Structures including framing details
7. Plumbing and waste water treatment plan (if any) and details
8. Electrical and lighting plans and details
9. HVAC plans and details

W. In addition to any copies required for permitting, licensing or other purposes, (Contractor) shall prepare and submit one chronoflex (or equal) reproducible and two copies of the following drawings reflecting the "as-built" configuration of the facility:

1. Plot plan and site utilities
2. Grading plan
3. Floor plan
4. Elevation plan (exterior and interior)
5. Foundation plans and details
6. Structures including framing details
7. Plumbing and waste water treatment plan (if any) and details
8. Electrical and lighting plans and details
9. HVAC plans and details

X. Design drawings shall be prepared on a high quality drafting vellum, size 24 inches by 36 inches.

Y. Each drawing so prepared shall be subscribed by a Civil Engineer or Architect licensed by the State of California. The City shall not be required to accept for review any drawing not subscribed in accordance with this paragraph.

ARTICLE VI. CONSTRUCTION

A. Construction shall be in accordance with the design approved by the City and shall be accomplished in a workmanlike manner and according to the best standards of the trades. (Contractor) shall be responsible for assuring the foregoing and warrants its accomplishment.

B. (Contractor) shall perform all demolition and site preparation work necessary to the construction of the Facility prior to commencement of construction.

C. (Contractor) shall provide all services for the construction of the Facility.

D. (Contractor) shall construct a scale house sufficient to perform the overall objectives of the Facility when and if the MR/WCF is constructed. Platform scales shall be removed by (Contractor) from the Berkeley landfill and installed at the Facility. In addition, (Contractor) shall acquire and install split platform type scales for the purpose of weighing each outgoing transfer vehicle.

E. Construction shall not be complete and (Contractor's) obligations with respect to construction shall not be satisfied until final approval and a written acceptance has been provided by the City. Such acceptance shall not extend to latent or otherwise not discoverable defects which shall be corrected at (Contractor's) own expense upon their discovery.

F. (Contractor) shall provide to the City a copy of a Transfer Station Facility Operations and Maintenance Manual for City approval. (Contractor) shall operate the Solid Waste Transfer Station in accordance with this Manual for a one year period from the date of Facility acceptance, or longer should the City, at its discretion, renew the contract pursuant to ARTICLE XXII - TERM OF THE AGREEMENT. The Manual may from time to time be amended jointly by (Contractor) and the City while (Contractor) is under contract to the City.

G. (Contractor) is responsible for any damage incurred to any utility, both above ground and under ground, during construction.

H. (Contractor) shall develop guidelines for site cleanliness during construction. These shall be approved by the City and shall be followed by Contractor throughout construction.

ARTICLE VII. RECONSTRUCTION

A. (Contractor), in accordance with plans and specifications submitted to and approved by the City, shall reconstruct that section of Second Street which is bounded by Gilman Street on the south, the Berkeley city limit on the north (approximately 180 feet north of the northern site property boundary) and the property line on the west side of Second Street. Reconstruction shall include removal of old asphalt, replacement or upgrading of sub-base, repavement, and repair or placement of curb, gutter, and sidewalk. New catch basins and storm sewers shall be provided where existing catch basins and storm sewers are not in good condition.

B. (Contractor), in accordance with plans and specifications submitted to and approved by the City, shall reconstruct Harrison Street in the section lying approximately 140 feet between west of Second Street and east Frontage Road. Reconstruction shall include subgrade preparation, placement of sub-base, asphalt paving and installation of curb, gutters, catch basins and storm sewers.

C. Reconstruction accomplished pursuant to this article shall conform to City requirements for industrial streets which include, without limitation, that the distance from curb to curb shall be no less than 48 feet and that 6 feet of sidewalk shall be provided on each side of each street.

D. Reconstruction activities shall be coordinated with the Southern Pacific Railroad due to an existing spur rail line on Second Street and shall be appropriately coordinated with utility companies for underground installation of overhead utilities.

ARTICLE VIII. EQUIPMENT

A. (Contractor) shall indicate in its Facility design any and all equipment which is needed for Facility operation.

B. (Contractor) shall provide any and all equipment necessary to receive and process at the Facility up to a maximum of five hundred and sixty tons per day (560 TPD). (Contractor) shall provide all equipment necessary to transfer to a (Contractor)-designated landfill up to four hundred tons (400 T) of accepted waste in each nine (9) hour operating day. (Contractor) shall provide a minimum of one (1) spare tractor/transfer trailer unit. [Contractor to specifically list all equipment needed which is consistent with his proposal].

C. (Contractor) is solely responsible for equipment performance and maintenance.

D. (Contractor) shall furnish or contract for (at its own expense) all labor, parts, materials and tools to maintain and repair buildings, pavement, slabs and all other appurtenances within and including the perimeter area.

E. (Contractor) shall maintain all premises and equipment in optimum condition at all times to ensure reliable, efficient and safe operation of the Facility.

F. All equipment shall comply with the requirements of: (1) California Vehicle Code; (2) Federal Motor Vehicle Safety Standards; (3) National Highway Traffic Safety Administration Standards; (4) Environmental Protection Agency; (5) the emission control requirements of the California Air Resources Board; (6) United States and CAL-OSHA Standards as applicable; (7) local noise ordinances; and (8) any and all other State, Federal and local regulatory requirements as they may apply at the time the equipment is acquired or at any later time.

G. The application of equipment to solid waste management activities is acknowledged to be a severe service operation and allowance shall be made in the design and manufacturing of equipment to compensate for such conditions.

H. All equipment furnished shall be the manufacturer's latest model then in production at the time acquired and shall conform to the best practices known to the trade in terms of strength, quality of material and workmanship.

I. All equipment ratings shall be certified by the manufacturer to be as stated according to test procedures designated by S.A.E. or the appropriate agencies.

J. All equipment shall be new when Facility operations commence.

K. All auxiliary equipment indicated by the manufacturer as standard is to be furnished with each piece of equipment whether or not it is listed in the specifications. Standard parts lists, service manuals and tool kits shall be furnished. All standard manufacturer's warranties are to be furnished with each piece of equipment.

L. The City shall pay (Contractor) for equipment in accordance with ARTICLE XIV - INVOICING AND PAYMENT. (Contractor) assumes the risk of any cost overruns in cost of the equipment initially provided for the Facility.

M. (Contractor) shall develop a schedule for maintenance activities for equipment. This schedule shall be approved by the City and (Contractor) must comply with said schedule. Reports of maintenance activities shall be included in the auditing process.

ARTICLE IX. FACILITY ACCEPTANCE

A. Formal acceptance shall consist of a written notification from the Director of Public Works to (Contractor) stating that (Contractor) has constructed the Facility in conformance with the plans and specifications approved by the City and that the Facility is operational and that (Contractor) has satisfied all performance requirements and guarantees.

B. Formal acceptance shall be given only when the Director of Public Works has determined that:

1. The Facility conforms to (Contractor's) submitted design.
2. The Facility conforms to the specifications for materials and equipment.
3. A Facility Operations and Maintenance Manual has been accurately prepared and approved by the City.
4. Accurate "as built" drawings have been given to the City.

C. The foregoing notwithstanding, the City in its sole discretion, may make its acceptance conditional upon the subsequent correction of minor defects and breaches of warranties in the Facility or its equipment. Such conditional acceptance may be revoked at any time if (Contractor) fails to take prompt action to correct the defect or take such other actions as will have been made a condition of the City's acceptance.

D. In any event, the City's acceptance shall be and hereby is conditioned upon the absence of any material defect not reasonably discoverable by inspection at the time of acceptance.

E. The operational test shall include, but is not limited to, the following performance checks:

1. Tonnage throughput per day (560 tpd)
2. Traffic volume acceptance and vehicle unloading capability, as defined in Article V, paragraphs D and E.

3. Transfer operations, including loading and weighing.

4. Proper functioning of environmental controls.

5. Proper functioning of HVAC, electrical, waste water and plumbing equipment.

6. Proper functioning of equipment for solid waste handling.

ARTICLE X. FACILITY OPERATIONS

A. Beginning on the day following acceptance of the Facility, (Contractor) shall receive refuse at the Facility seven (7) days per week, fifty-two (52) weeks per year, from 8:00 AM to 5:00 PM with the exception of City-designated holidays. The Facility must be maintained so as to be capable of handling up to 560 tons per day (TPD) of refuse on each of such days it is operated. Equipment which would impair essential Facility functions must meet this reliability criterion. Spare parts inventories and maintenance programs shall likewise be keyed to this requirement. Sufficient transfer equipment shall be provided to handle the average design capacity (400 TPD) within a nine (9) hour working day. As a redundancy requirement, (Contractor) shall provide a minimum of one (1) spare tractor/transfer trailer unit.

B. As an express condition subsequent to the initiation of this contract, (Contractor) shall secure within two working days of the making of this Agreement disposal agreements for refuse to be transferred. Such disposal agreements or alternative disposal agreements shall be for a term of one year, shall be renewable for five additional one year periods, and shall be assignable to the City and the City's designee in the event that (Contractor) ceases operation of the Facility for any reason. Such disposal agreements or alternative disposal agreements shall be terminable without penalty or damages by (Contractor), the City or their assigns upon written notice to the landfill operator that the City has made formal acceptance of the MR/WCF. (Contractor) shall bear the risk of any breach of such disposal agreement by a landfill operator during the term of this agreement.

C. (Contractor) shall receive municipal solid waste from City collection trucks, commercial haulers and the general public. The Facility shall utilize the appropriate areas of the tipping floor to receive such refuse.

D. The Facility shall accept all Group II wastes brought to it except the following:

1. Demolition debris carried in vehicles exceeding the capacity of a pick-up truck (one ton)
2. Liquid wastes
3. Hazardous wastes as now or hereafter defined under local, state or federal law, including without limitation California Administrative Code Title 22, Section 66088

4. Abandoned vehicles or bulky vehicle parts
5. Dead animals
6. Sewage treatment residues
7. Water treatment residues
8. Infectious materials
9. Magnesium and other highly flammable or pyrophoric materials

In addition, Group 3 wastes delivered in vehicles exceeding pick-up truck (one ton) capacity shall be excluded.

E. Except as required or permitted by ARTICLE XVI - RECYCLING, (Contractor) shall transfer all wastes accepted by the Facility to a landfill within forty-eight (48) hours of receipt.

F. (Contractor) shall store wastes at the Facility only within fully enclosed areas.

G. (Contractor) shall keep the transfer site and all transfer site surface roads and parking facilities in good condition at all times. (Contractor) shall also keep roads, walkways, utility connections, and other improvements in good repair. (Contractor) shall construct and maintain fences so as to restrict access during non-operational periods.

H. (Contractor) shall keep the area within the Facility perimeter fencing and adjacent Solid Waste Management Center property, including sidewalks, free of litter and other debris, and maintain it in a safe and sanitary condition.

I. The Facility shall be constructed and maintained in full compliance with all local, State and Federal codes, ordinances, standards, regulations and other laws.

J. (Contractor) shall comply with State minimum standards for solid waste handling and disposal.

K. (Contractor) shall have responsibility for and shall exercise sufficient supervision over site operations to assure the health and safety of all persons employed and/or otherwise in the Facility or on the site, including visitors.

L. (Contractor) shall maintain the Facility and equipment in good repair and condition. Spare parts inventories shall be held and maintained so as to assure that plant operations shall continue without interruption during the periods set forth in A, above.

M. (Contractor) shall provide informational and directional signs in all appropriate places, visible during operational periods, for the convenience of the general and commercial public. All exterior signs, including but not limited to informational and directional signs, are subject to City approval and, where appropriate, regulatory review by other governmental agencies.

N. (Contractor) shall keep toilets and washrooms clean, appropriately supplied, in good working order, convenient to the public, and accessible to the handicapped.

O. Upon the completion of construction, (Contractor) shall start up and test the Facility's operational services, and secure final approval of the City prior to commencing full operation. (Contractor) shall also submit a Facility Operations and Maintenance Manual to the City.

P. (Contractor) shall ensure an adequate employee staff is present at the Facility at all times to ensure meeting all requirements of this Contract for the receipt and transfer of wastes.

Q. (Contractor) shall also collect all gate fees in accordance with a fee schedule provided by the City and maintain records of receipts pursuant to the provisions of ARTICLE XV - GATE FEE REVENUE MANAGEMENT.

R. (Contractor) shall furnish or contract for all labor, parts, materials and tools to repair and maintain the site roads, pavement, slabs, buildings, stationary and rolling stock equipment, systems and all other transfer station appurtenances within and including the perimeter area in good condition and make all necessary mechanical, electrical or other repairs.

S. (Contractor) shall be responsible for the movement of all equipment necessary to effect the transfer of waste.

T. (Contractor) shall maintain all premises and equipment in optimum condition at all times and shall ensure reliable, efficient and safe operation of the facility.

U. (Contractor) shall make no use of the SWMC site premises which is not necessary or convenient to effecting the receipt and transfer of wastes under this Agreement, except in accordance with the specific provisions of this Agreement, including without limitation those relating to recycling, or upon written request and approval by the City in writing.

V. (Contractor) shall submit an annual report on the Facility's operation for the preceding year, containing such details as the City may reasonably require. This report shall be subject to audit by the City or its designee. Additionally, (Contractor) will submit as part of its monthly invoicing, a report on the tonnage of recovered materials for the month just completed and for the year-to-date. Such reports shall be submitted in such form as the City shall require.

W. If and while the MR/WCF is being implemented, process operations shall be conducted in such a way as to accommodate construction of the MR/WCF. The efficiency and proper functioning of the R/TS operation shall not be adversely impacted by the construction of the MR/WCF.

X. At its option but upon six (6) months notice to (Contractor), the City may determine not to have the Facility operated after its acceptance in order to exhaust available disposal capacity of its existing landfill. In that event, (Contractor) shall maintain and preserve the Facility so that it will be suitable for future use.

Y. In the event that the City directs (Contractor) to maintain the Facility pursuant to Clause X, above, the first annual period of operation shall not begin until directed in writing by the City with forty-five (45) days notice to (Contractor).

Z. Notwithstanding anything herein contained to the contrary, this contract may terminate pursuant to Clause D of ARTICLE XXIV - DEFAULT AND TERMINATION OF CONTRACT.

ARTICLE XI. PERFORMANCE GUARANTEES

A. (Contractor) shall file with the City surety bonds in the amounts and for the purposes noted below, duly executed by a solvent surety company satisfactory to the City and (Contractor) shall pay all premiums and costs thereof and incidental thereto. Each bond must be signed by both (Contractor) and the sureties, and the cost of each bond shall be noted thereon.

B. A "Bond for Material and Laborers" shall be in the amount of total construction costs, excluding equipment to be acquired, and shall inure to the benefit of persons performing labor and furnishing materials at or for the Facility. This bond shall be maintained in full force and effect by (Contractor) for one (1) year from the date all design and construction services under the Contract are completed and accepted by the City and until all claims for materials and labor have been satisfied.

C. A "Bond for Performance of Construction" of the Facility shall be in the amount of total construction costs, including the cost of all equipment to be acquired, and shall be so conditioned to insure the faithful performance by the Contractor of the construction services identified in the Contract.

D. A "Bond for Faithful Performance of Annual Operation" of the facility shall be in the amount of annual operating cost, and shall be so conditioned to insure to the benefit of the City the faithful performance by (Contractor) of the operating services identified in the Contract in a manner satisfactory and acceptable to the City within the time limit of the Contract and any extensions thereof.

E. Should any surety or sureties be deemed unsatisfactory at any time by the City, notice shall be given (Contractor) to that effect, and (Contractor) shall forthwith substitute a new surety or sureties satisfactory to the City. No further payment by the City shall be deemed due or will be made under this Contract until the new sureties shall qualify and be accepted by the City.

F. In the event that any bond purchased pursuant to this ARTICLE should fail to fully reimburse the City for all cost and other damages incurred by it because of (Contractor's) failure in performance or the County's satisfaction of laborers' and materialmen's claims,

(Contractor) shall fully compensate the City for the residuum.

G. (Contractor) agrees, at its sole expense, to replace, alter or modify any facilities, equipment, or faulty workmanship which may be discovered at any time during the term of the Contract to be unacceptable. In the event that (Contractor's) action pursuant to this provision is required because of a breach of warranty by some third person to the City, (Contractor) shall be subrogated to the rights of the City after the breach is remedied.

ARTICLE XII. INSURANCE AND INDEMNIFICATION

A. (Contractor) shall not commence work under the Contract until it has obtained all insurance required under this ARTICLE and until such insurance has been approved by the City; nor shall (Contractor) allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained and accepted.

B. (Contractor) shall take out and maintain in effect during the life of the contract Workers' Compensation insurance for all of its employees employed at the site of the project. In the event that any work is sublet, (Contractor) shall require the subcontractor similarly to provide Workers' Compensation insurance for all of the latter's employees. In the event that the work of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation statute, (Contractor) shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

C. (Contractor) shall take out and maintain in effect during the term of the Contract such public liability and property damage insurance as shall protect the City of Berkeley as a named insured, its officers and employees, and (Contractor), from any and all claims for damages for personal injury, including accidental death and claims for property damage which may arise out of, or result from, (1) its operations under the contract, whether such operations by (Contractor) or by any subcontractor or by anyone directly or indirectly employed by either of them, and/or (2) any other person who shall be present on the site. Certificates of such insurance shall be filed with the City and shall be subject to their approval for adequacy of protection. The limits of liability for comprehensive general liability to the public shall not be less than an aggregate amount of \$10 million per year. The limits of liability for automobile liability shall be not less than a non-aggregate amount of \$5 million per year.

D. (Contractor) agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from all claims and losses which may arise from any act or omission by (Contractor), its employees, subcontractors or suppliers in the performance of the Contract.

E. (Contractor) shall take out and maintain in effect during the period prior to the formal acceptance of the Facility by the City an insurance policy or policies for fire, with extended coverage for vandalism and malicious mischief covering the work of the Contract. The said insurance policies shall be paid for by (Contractor) and shall be secured in the name of the City of Berkeley, in a variable amount sufficient to provide full coverage on all completed work and materials in storage at the site at any stage of completion, and all equipment and appurtenances on or associated with the transfer operation, up to the time of acceptance of the work by the City.

F. The certificates of insurance to be furnished the City for approval shall contain a provision to the effect that the policy shall not be cancelled or reduced in coverage until the insurer has mailed, by registered delivery full notice to the City of Berkeley stating when, but in no event less than thirty (30) days thereafter, such cancellation or reduction shall be effective.

G. Notwithstanding that (Contractor) shall have provided for insurance pursuant to the foregoing, prior to formal acceptance by the City, (Contractor) agrees that it shall bear any cost not compensated by insurance of returning any building, appurtenance, fixture, equipment, feature, or other property, real or personal, to its condition prior to any casualty.

ARTICLE XIII. SITE PROPERTY

A. The City will provide the site of the transfer station, which will be located on the northeast corner of the intersection of Second and Gilman Streets in the City of Berkeley.

B. The City will retain ownership of the site.

C. The City shall maintain ownership of the Facility, fixtures, appurtenances, all other improvements on the site and all equipment on or associated with the Facility to include without limitation that listed in ARTICLE VIII - EQUIPMENT.

ARTICLE XIV. INVOICING AND PAYMENT

A. The City will pay (Contractor) as partial payment, ninty percent (90%) of the value of invoices presented to it by (Contractor) for design, construction, and equipment accomplished or acquired prior to formal acceptance of the Facility by the City. The final payment for design and construction will be paid only after the Facility is completely operational and an acceptance statement is executed by the City. A separate notice to proceed will designate the date commencing the commercial operations phase. Operation shall not be considered overlapping the construction period nor shall payment periods overlap.

B. Notwithstanding that (Contractor) shall have indicated a schedule of partial payments derived from the CPM chart prepared pursuant to ARTICLE IV, GENERAL DESIGN AND CONSTRUCTION CONSIDERATIONS, Clause F, the City shall not be obligated to make partial payments allocated to phases of work not yet accomplished. The City shall not be required to make payments in excess of those described herein. Unless otherwise agreed in writing, (Contractor) shall bear the expense of any cost overruns.

C. Prior to Facility acceptance, (Contractor) shall prepare and submit to the City by the tenth (10th) day of each month invoices for the preceding month together with a certified statement regarding percentage completion of the work. The City shall pay ninty percent (90%) of the amount of such invoices to (Contractor), or pay some other amount representing 90% of the amount of work which the City believes was actually accomplished, plus any adjustments, and give an explanation in writing for its reasons for doing so. The City Director of Public Works or his designee shall make the final determination of the percent complete to determine the amount due the Contractor for each month's work. The City shall use its best efforts to effect payment of such invoices within 30 days of their receipt.

D. After formal acceptance of the Facility by the City, the City shall pay (Contractor) for operation and maintenance services as follows: 71,874 dollars (\$71,874) per month plus Ten^{10/100} dollars (\$10.10) per ton of refuse delivered to a landfill by refuse transfer vehicles in effecting transfer operations.

E. After Facility acceptance, (Contractor) shall submit an itemized bill to the City on or before the tenth day of each month for services rendered during the preceding month. Accompanying the monthly bill shall be a detailed statement of gate fee revenues received during the preceding month. If such revenues are less than the amount due (Contractor) for services rendered during the preceding month, (Contractor) shall submit a balance due statement. The City shall use its best efforts to pay the amount due within thirty (30) days of receiving such statement. If such gate fee revenues exceed the amount due, (Contractor) shall provide a check to the City for the amount of the excess. (Contractor) shall pay as damages a penalty equal to ten percent (10%) of excess funds withheld by (Contractor) during any month. [Proposer may propose an alternative incentive provision]

F. In the event that the actual tonnage of refuse received at the Facility during any annual period of operation should be twenty percent (20%) more or less than 144,400 tons, adjustments in the amounts paid by the City pursuant to Clause D, above, shall be made as follows:

1. If the actual annual tonnage exceeds 173,300 tons, the City shall pay (Contractor) his/her actual cost of processing the excess. (Contractor) shall provide the City with a statement and explanation of such excess costs adequate to demonstrate their accuracy.

2. If the actual annual tonnage is less than 115,500 tons, the City will consider making, but does not covenant to make, an adjustment in compensation. If an adjustment is made, in no event shall the City's payment exceed ninety percent (90%) of the contracted operating price. Whether or not an adjustment is made pursuant to this provision, the City guarantees payment of not less than seventy-five percent (75%) of the contracted operating price.

G. Should (Contractor) fail to receive waste up to 560 TPD and transport it within 48 hours to a landfill, whether because the storage capacity of the facility has been exceeded, or for other unexcused reasons, upon demand by the City in writing, (Contractor) shall pay a sum sufficient to enable the City to provide transport and disposal of waste. City shall itemize all costs and deduct these costs from any payments due (Contractor) and assess

(Contractor) for the balance thereof. If the amount to be deducted exceeds the amount of the next monthly payment due the (Contractor), City shall recover the differences from the (Contractor's) performance bond.

H. The City shall use its best efforts to pay the amount due (Contractor) in full, less any credits or offsets due from (Contractor) to the City, within thirty (30) days of receipt of (Contractor's) invoice. (Contractor) shall not be due any sum or consideration for services performed, unless specifically authorized by this contract or provided for by this contract and authorized in writing by the City.

I. In the event that this contract is not terminated after the first year of Facility operation, (Contractor) and the City agree that the payments made pursuant to Clause D, above, shall be increased or decreased, as the case may be, to reflect increased or decreased costs to (Contractor) in carrying out the terms of this agreement and that the San Francisco/Oakland Consumer Price Index (CPI), as then defined, shall be applied to the contract price.

J. In the event that, pursuant to Clause Y of ARTICLE X - FACILITY OPERATIONS, the City directs (Contractor) to maintain the Facility and not operate it for a time, the City will pay (Contractor) all costs reasonably incurred plus a reasonable fee, as agreed upon between (Contractor) and the City.

ARTICLE XV. GATE FEE REVENUE MANAGEMENT

(Contractor) shall collect gate fees at the Facility from private vehicles and commercial refuse handlers in amounts determined from time to time by the City and communicated in writing to (Contractor). If so requested by the City, (Contractor) shall provide billing accounts for commercial haulers determined by the City to be qualified for such. Such service shall be provided according to terms reasonably required by the City. (Contractor) shall keep clear and separate account of cash receipts and commercial account charges and payments according to reasonable terms required by the City.

ARTICLE XVI. RECYCLING

A. (Contractor) shall recycle two percent (2 %) by weight of incoming refuse. ~~for~~ [Contractor's proposed plan.] (Contractor) in its discretion shall determine the method of recovery, the materials to be recovered and the market to be used.

B. (Contractor) shall not perform any activity which would compete with the SWMC site recycling center.

C. (Contractor) shall be solely responsible for the marketing of recyclable materials. All revenues from the sale of such materials will be the property of the (Contractor). (Contractor) shall keep accurate financial records, in accordance with accepted accounting principles. After an assessment of the revenue and costs associated with recycling operations during the first year, (Contractor) understands that the City may wish to negotiate for a share of profits should the contract be extended, and agrees to negotiate in good faith to achieve a fair and equitable contract adjustment in this respect.

D. In the event that (Contractor) shall fail to recycle the amounts of material specified in Clause A, above, (Contractor) shall pay to the City an amount of money calculated by multiplying the difference in tonnage agreed to be recycled and that actually recycled times the variable cost per ton set forth in Clause D of ARTICLE XIV - INVOICING AND PAYMENT, above, plus an amount allocated for disposal charges for the increased tonnage. (Contractor) shall absorb the expense of variable costs and disposal costs in addition to making payments to the City in accordance with this paragraph.

ARTICLE XVII. LIQUIDATED DAMAGES

A. It is the intent of the City that the Facility shall be formally accepted and fully operational by July 30, 1983. Should (Contractor) fail to have the Facility in operation by that specified date, (Contractor) will be liable to the City for liquidated damages. (Contractor) shall pay as liquidated damages the sum of seven thousand dollars (\$7,000) for each consecutive calendar day after July 30, 1983 that the Facility has not been formally accepted by the City through no fault of the City. In the event that the City determines not to operate the constructed Facility for a period of time after its formal acceptance, liquidated damages will not have to be assessed against (Contractor) for failure to have the Facility in operation by the previously specified date. In such event, (Contractor) is required to maintain and preserve the Facility so that it will be suitable for operation within forty-five (45) days after the City notifies (Contractor) of its intent to operate the Facility. Should (Contractor) fail to have the Facility in operation by the 45th day after such notification, (Contractor) shall be liable to the City for liquidated damages at the same rate as stated above. During the period when (Contractor) has not discharged his/her obligation to pay liquidated damages as hereinabove specified (Contractor) shall not be entitled to nor be paid any maintenance costs or fees.

B. Should the failure of (Contractor) to receive and transport waste as contemplated in this contract be unexcused under the terms of the contract and constitute a breach thereof, as therein specified and defined, the City may, at its sole election, terminate the contract and obtain damages from the Contractor to include, without limitation, all costs to provide transport and disposal of waste and all administrative costs incurred, including all costs associated with replacement of the contract with alternative long-term waste receipt, disposal and transport arrangements.

ARTICLE XVIII. RISK ALLOCATION AND FORCE MAJEURE

A. Until the City has formally accepted the Facility, and notwithstanding that the Facility may be operated before such formal acceptance has occurred pursuant to ARTICLE IX - FACILITY ACCEPTANCE, (Contractor) shall: (1) Bear the full cost of making repairs or accomplishing reconstruction occasioned by a casualty to the Facility and shall restore and otherwise put the Facility in a condition suitable for its formal acceptance pursuant to the contract; (2) If (Contractor) is unable to perform, or is delayed in the performance, of the terms and provisions of the Contract by reason of a force majeure event, to include governmental preemption of equipment, materials or commodities in connection with a National Emergency (declared by the President of the United States); riots; insurrection; war; labor strikes, when such strikes are not brought solely against the Contractor or any of his subcontractors or material dealers; or Act of God (excluding structural damage caused by loads resulting from wind, earthquakes, or other forces less than those required by the design prepared pursuant to the Contract and accepted by the City to be borne without damage to the Facility), its performance shall be excused for so long, but only for so long, as its delay or inability continues, and only if (Contractor) takes all reasonable actions to overcome promptly such inability to perform and advise the City of its situation. In no event shall contract performance be excused if structural damage is caused by a force majeure event and the structural loads caused by such a force majeure event were anticipated and incorporated in the design prepared by the Contractor pursuant to the contract and accepted by the City.

B. After the City has formally accepted the Facility pursuant to ARTICLE IX - FACILITY ACCEPTANCE, the City shall: (1) Assume the risk of all casualties to the facility except those specifically warranted against by (Contractor) or another; those caused by (Contractor's) negligence or other fault; and those caused by defects which an inspector of the City could not reasonably have identified prior to formal acceptance; (2) assume the risk of loss (including all claims arising under applicable laws and regulations) caused by the presence of lime areas on the site, except the risk of loss caused by the failure of such lime areas to provide adequate subjacent and adjacent support to structures, or risks caused by (Contractor's) failure to ensure that the Facility complies with all applicable rules and regulations, which risks shall be assumed by (Contractor).

ARTICLE XIX. NON-FUNDING

Nothing herein contained shall be construed as binding the City to expend in any one fiscal year any sum in excess of the appropriation made by the City Council of the City of Berkeley for the fiscal year in furtherance of the subject matter of the Contract, or to involve the City in any contract or other obligation for the future expenditure of money in excess of such appropriation; and if for any fiscal year of the Contract said Council fails to appropriate or allocate funds for periodic payments for the operation and maintenance services under the Contract, the City may, upon thirty (30) days written notice to (Contractor), terminate the Contract. In the event of said termination, (Contractor) shall be entitled to reasonable compensation for services rendered to the effective date of termination. If, within one (1) year of said termination, the City Council shall appropriate or allocate funds for the resumption of operation of the Facility, this Contract shall become effective unless (Contractor), upon notification of resumption of appropriations or allocations by the City, shall indicate its intent in writing within thirty (30) days not to assume its obligations under the Contract.

ARTICLE XX. ASSIGNMENT

A. (Contractor) shall not assign this Contract without the written consent of the City and the written agreement of such assignee to become liable for all of (Contractor's) obligations under this Contract. If (Contractor) shall obtain such permission and such agreement and shall assign this Contract, (Contractor) shall remain jointly and severally liable for all of its obligations under this Contract unless the City specifically provides otherwise in writing.

ARTICLE XXI. AFFIRMATIVE ACTION

(Contractor) shall comply with the City of Berkeley's Affirmative Action requirements. (Contractor's) affirmative action plan, submitted to the City on September 29, 1981 is hereby incorporated into this Agreement by reference.

ARTICLE XXII. TERM OF THE AGREEMENT

A. This agreement shall remain in effect until one (1) year following formal Facility acceptance by the City unless earlier terminated or modified in writing by mutual consent or pursuant to Article XXIV - DEFAULT AND TERMINATION OF CONTRACT. Provisions relating to the Operations Phase shall automatically be renewed for up to and including five (5) addition one-year periods unless the City provides (Contractor) with a written notice of termination. If the City provides (Contractor) with such notice of termination, this contract shall end on the date stated in such notice, except that the notice must be given at least ninety (90) days prior to the date of termination.

B. The foregoing notwithstanding, this contract shall remain in effect as necessary to carry out all terms relating to warranties of design, construction, and equipment.

C. Notwithstanding anything herein contained to the contrary, this contract may terminate pursuant to Clause D of ARTICLE XXIV - DEFAULT AND TERMINATION OF CONTRACT.

ARTICLE XXIII. CONTRACT MODIFICATION

The parties to this contract agree to cooperate to reach accommodation in making such modifications to this agreement as are fair and equitable. Any such amendments and/or modifications must be agreed to in writing.

ARTICLE XXIV. DEFAULT AND TERMINATION OF CONTRACT

A. In the event that (Contractor) should fail to receive and transport waste or perform any other obligation as contemplated in this Contract, and such failure should be unexcused under the terms of the Contract and constitute a breach thereof, the City, at its sole discretion, may terminate the Contract and obtain damages from (Contractor).

B. In the event that this Agreement ends by reason of (Contractor's) breach of it, any performance bond required by this Agreement to be held for the benefit of the City shall become immediately owing to the City.

C. When this Agreement ends, whether on or before the date specified in ARTICLE XXII - TERM OF THE AGREEMENT, (Contractor) shall turn over the Facility site, buildings, fixtures, equipment, and appurtenances on, in or associated with it, including rolling equipment used in the transfer of waste to landfills, in a state of good maintenance and repair, and if they are not, (Contractor) shall pay the City for its expenses in putting them in a good state of repair.

D. Notwithstanding anything herein contained to the contrary, this contract will terminate and, (Contractor) shall cease operations upon written notice from the City that the City has made formal acceptance of the MR/WCF.

ARTICLE XXV. AUDITING PROCEDURES

A. (Contractor) shall prepare and maintain proper, accurate, complete and detailed books of records and accounts of all transactions related to the Facility, including, without limitation, financial records, maintenance records, equipment replacement records and safety and accident reports; quantity of waste processed at the Facility; types and quantities of materials recycled and sold and markets utilized, and revenues from the sale of recycled materials. During the design, construction, and operational phases of the work, all accounts and sub-accounts are to be kept within general accounting principles as applied by the City.

B. The City reserves the right to conduct, or to have conducted by its designee, detailed technical reviews and financial audits both during construction and operation of the Facility. In addition, the City reserves the right to conduct on-site inspections of transfer station activities, and of scale-house records and cash receipt without prior notification. (Contractor) shall cooperate with the City in the conduct of such audits, and shall render assistance as may be necessary. Routine yet detailed technical reviews and financial audits shall be held monthly during the design phase. At least quarterly project status audits shall be conducted during the construction and start-up phases. Financial audits may be conducted during the operation phase and at the end of the annual periods of the operational contract.

C. (Contractor) shall maintain a log recording all corrective maintenance activities including all equipment failures (identifying the failed unit) and recording the necessary action taken. The operator shall keep separate records of all failures whose corrective action required the replacement of parts or an equipment assembly. The City shall have complete access to all maintenance records.

ARTICLE XXVI. APPLICABLE LAW

 This contract shall be governed by the laws of
California.

ARTICLE XXVII. INTEGRATION

This instrument embodies the whole Agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supercede all previous communications, representations, or agreements either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this contract*as of the dates shown below.

CITY OF BERKELEY

Browning-Ferris Industries of Calif., Inc.
(Name of Contractor)

By _____
(Signature) (Date)

By [Signature] 9-29-81
(Signature) (Date)

(Title)

President
(Title)

* As Modified Below

Proposed Modifications (underlined)

Page 8, Article IV, Section D

As written, warranty on the facility to be free from defects, whether latent or patent has no time limit. It is proposed that the time limit for facility warranty is the contract life or 20 years, whichever applies.

Page 28, Article XII, Section D

The contractor agrees to hold the City harmless, indemnify, defend the City from losses arising from any acts...of the Contract. It is proposed that this agreement apply to any act (negligent or willful)...of the contract.

Page 36, Article XVII, Section A

Concerning liquidated damages, if formal acceptance has not occurred by July 30, 1983, the penalty payment clause would be applied if the late acceptance is through no fault of the City. It is proposed that the procedure be amended to allow..."accepted by the City, through no fault of the City or caused by an act of force majeure."

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